



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

March 10, 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

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

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.
The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Alamogordo Police Department presentation and update of ACOMM Center (Dispatch). (David Kunihiro, Police Chief, and Hilton Chapman, ACOMM Manager)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the Regular Commission Meeting on February 24, 2026, and also the Special Commission Meetings on March 2, March 3, and March 4, 2026. *(Rachel Hughs, City Clerk)*
3. Approve the statements related to the Executive Closed Sessions of the Special Meetings held on March 2, March 3, and March 4, 2026. *(Rachel Hughs, City Clerk)*
4. Investment Report for the quarter ending Dec 31, 2025, in accordance with the City of Alamogordo Investment Ordinance. *(Evelyn Huff, Finance Director)*
5. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$120,000, to purchase and install a columbarium at Monte Vista Cemetery. *(Debbie Osborne, Grant Coordinator)*
6. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$550,000, to plan, design, renovate and construct a building at the Alamogordo Family Recreation Center. *(Debbie Osborne, Grant Coordinator)*
7. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$1,064,700.00, to purchase and equip body cameras and to purchase and install dashboard cameras for Alamogordo Police Department. *(Debbie Osborne, Grant Coordinator)*
8. Consider, and act upon, Resolution 2026-07 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 10, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
9. Consider, and act upon, Resolution No. 2026-08, authorizing the Submission of an Application to the New Mexico Department of Transportation Project Fund for the South Florida Avenue Construction and Construction Management Project (Panorama Boulevard to 1st Street) for the FY2026 Funding Cycle. *(Jimmy Vargas, Public Works Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

10. Consider, and act upon, appointing a board member and alternate to the Southeast Regional Transportation Planning Organization (SERPTO). *(Rachel Hughs, City Clerk)*
11. Consider, and act upon, appointing a board member to the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) Board. *(Rachel Hughs, City Clerk)*

EXECUTIVE SESSION (Roll Call Vote Required)

12. Recess into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (Hiring of the City Manager) and 10-15-1(H)(7) Pending Litigation: Case D-1215-CV-2022-00434. **(Roll Call Vote Required)**

RECONVENE INTO OPEN SESSION

13. Action, if any, related to Limited Personnel Matters. **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/04/2026

Report No: 1.

Submitted By:

Subject: Alamogordo Police Department presentation and update of ACOMM Center (Dispatch). (*David Kunihiro, Police Chief, and Hilton Chapman, ACOMM Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background:



ALAMOGORDO COMMUNICATIONS

ACOMM





01

Staffing

02

Radio Project

03

ESINet

04

Carbyne

05

ProQA

STAFFING



- Currently, ACOMM has 8 employees
- 7 are Certified
- 1 waiting on start date
- 2 are in backgrounds



DIGITAL TRUNK RADIO SYSTEM (DTRS)



Who

- NM Department of Information Technology (DoIT)
- State Maintained Towers



Benefits

- Interoperability
- Statewide coverage
- State-of-the-art digital clarity
- Enhanced coverage within the DTRS service area



Why

- Provides all public safety departments with reliable radio communications.
- Can work large events with minimal change to equipment.



Departments

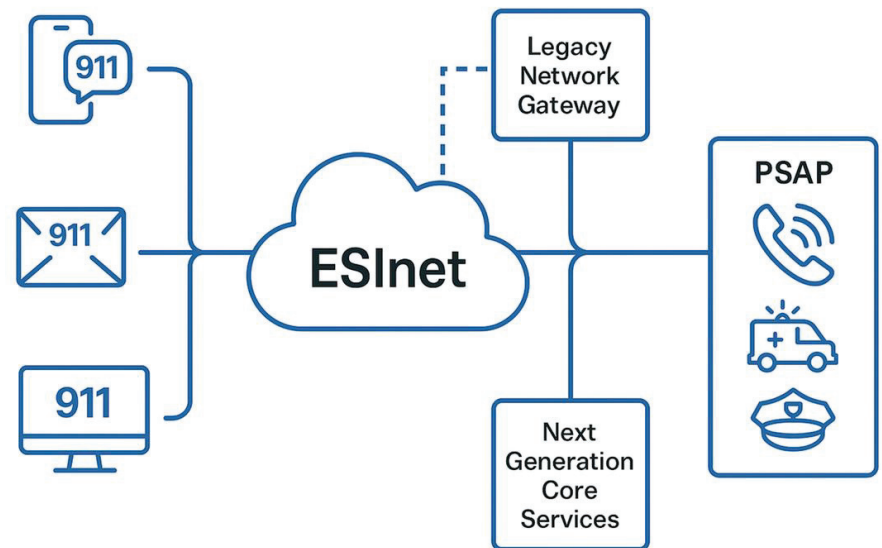
- Both the Alamogordo Police Department and the Alamogordo Fire Department are currently adjusting their equipment to be compatible with this system.

EMERGENCY SERVICES IP NETWORK (ESINET)

01 ESINet (Emergency Services IP Network) is the secure, high-speed internet system that carries 911 calls, texts, and data to emergency centers.

02 What ESINet provides for the public.

- Sends 911 voice calls
- Allows people to text 911
- Shares photos, videos, and medical information (when available)
- Routes calls to the right emergency center, even if the caller moves or the center is busy
- Keeps the system working by providing backup paths if something fails



CARBYNE

01

Carbyne combines cloud-native efficiency, AI-powered tools like real-time translation and call triaging, and rich media integration into a single platform, empowering telecommunicators to handle calls with great precision, even during peak demand.

02

Features:

- Video To 911
- AI Translation
- Call Transcription
- Responder Connect
- AI Emergency Call Triage



PRIORITY DISPATCH



Who

- ProQA is the most comprehensive, reliable software built on the foundation of the proven protocols created by the International Academies of Emergency Dispatch.



Protocols

- Protocols are a systemized series of key questions, determinant codes, and Post-Dispatch and Pre-Arrival Instructions to aid your decision-making on each call.



Why

- Establishes a Standard of care from Telecommunicators
- Liability
- Information for Responders



Departments

- The Citizens
- This program is used for Law Enforcement, Fire, and Medical Services.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/05/2026

Report No: 2.

Submitted By: Beau Dylan Aleshire

Subject: Approve the minutes for the Regular Commission Meeting on February 24, 2026, and also the Special Commission Meetings on March 2, March 3, and March 4, 2026. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background:

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING DRAFT MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
February 24, 2026

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

AL HERNANDEZ, COMMISSIONER
MARK TAPLEY, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY
MANAGER
DARRELL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 6:31 PM. Roll Call was taken by the City Clerk. Commissioner Tapley attended by phone. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Robinson, and the Pledge of Allegiance was led by Commissioner Pattillo.

APPROVAL OF AGENDA

Mayor McDonald said the Public Comment section will be moved to be before the Commissioner District 5 Vacancy. Mayor Pro-Tem Rardin said he also wished to change the Executive Session item verbiage to be "Adjourn" instead of "Recess", and remove the recess item. There will be no action. Acting City Manager Hernandez said that Item 5 under the Consent Agenda would also be pulled for discussion.

Commissioner Robinson moved to approve the Consent Agenda as amended.

Commissioner Burnett seconded the motion.

Motion Passed with a vote of 6 - 0 - 0.

PUBLIC COMMENT

Commissioner Tapley's phone connection was lost at 6:42 PM. It was reestablished at 6:43 PM.

1. Russell Davis asked why some Commissioners did not attend the Candidate Forum or the Flickinger event. I do not want to see Al Hernandez have another term.
2. Kate Owens said she was with Democracy Otero County. The appointment tonight will not be democratic.
3. Marty McFarlen said each candidate has different experience. I encourage the Commission to appoint Shelley Marie Dowhanik-Baron.
4. Joy Bordinea said she wanted another female on the Commission for diverse representation.
5. Jerry Martinez said he did not want a patsy for a certain party to be appointed. People are watching. Do the right thing.
6. Beth Crabbe said Acting City Manager Hernandez is qualified to be the City Manager and deserves it. Hire her.
7. Caroline Atkinson said she supported Al Hernandez to be appointed as the District 5 Representative.
8. Wendy Arkides said only two Commissioners visited the Voices of Alamogordo forums and the Candidate Forum. Being present is important.
9. Jan Brending said she supported Shelley Marie Dowhanik-Baron. Her background and city government experience will assist you.
10. Evan Lambert said only two Commissioners visited the Candidate Forum, and Al Hernandez had a stand-in.
11. Kim Great White Owl Barelo said Commissioner Burnett reached out to her after the last meeting. I asked questions about the City Manager search, and he did not respond. I invite him to a game of golf so I could ask questions.
12. Noleni Nagamini asked how the new Commissioner could help teens with leadership, jobs, and more spaces for teens.
13. Ronella Tave asked how the candidates for District Five could help support the Alamogordo Drug-Free Coalition.

14. Jacob Justice said he supported Shelley Marie Dowhanik-Baron.
15. Tanya Burns said she wanted District 5 to shine and bring the community together.
16. Tom Krigley said he wanted feedback since he did the camerawork at the Candidate Forum. He said he would continue to help.

COMMISSIONER DISTRICT 5 VACANCY

1. Appointment to the Commissioner District 5 vacancy. (City Commission)

Commissioner Burnett said he received an email about a special election for this. How much would a special election cost? Acting City Manager Hernandez said she believed it was around \$30,000. I do not know if that would be possible for this. City Clerk Hughs said a special election is not possible for an appointment. Our last special election in 2018 cost around \$20,000. The only special elections we have are for questions.

Candidate Vesta Sherrie Edmond

Mrs. Edmond said the District Five seat needs to be occupied by someone committed to serving with integrity, compassion, and honesty. I bring a wealth of corporate and non-profit administrative experience. I have been involved in District Five Clean-ups since its inception, and I look forward to the continuation of positive work projects, and continuous growth and improvement in the City of Alamogordo. I envision a thriving community to include clean and safe neighborhoods, blighted areas restored or abolished, infrastructure work to continue, schools safe and productive, and small businesses succeed and thrive. I am not looking for personal gain, nor do I have a hidden agenda. My goal is to serve with integrity, listen to the people, and put District Five and Alamogordo first. If appointed, I will adhere to the rules for Commissioners as outlined in the City Charter, and honor the trust put into me.

Commissioner Burnett said in the event you are not appointed to the seat, what are your future plans? She said she would continue to plan to work in the community with the cleanups. I will also research and find youth programs. They need on-the-job training now for later.

Mayor Pro-Tem Rardin asked how long she had lived in District Five. She said she had lived the last fifteen years in the district, but she was born in Alamogordo, in that same house and district. Mayor Pro-Tem Rardin asked if she had budget or fund experience. She said she did not have a lot of experience working with budgets, but was a fast learner.

Mayor Pro-Tem Rardin said this is sometimes a thankless job where you will take heat from decisions made as a governing body, even if you feel it is in the best interest of the City. Sometimes, decisions will not be popular. Do you have the thick skin required for when that will happen? She said she does.

Commissioner Pattillo asked about her prior work experience. She said she did administrative work in California, where she worked like a receptionist and was in charge of office equipment. It was everyday administrative work.

Mayor McDonald said if revenue drops next year, what specific program would you cut first? What would you refuse to cut? Would you vote to raise taxes or fees before cutting spending? Mrs. Edmond said she needed more facts to speak on that. As I get more experience and learn, I will know what to do.

Commissioner Burnett asked her what the City needed the most. She said stability.

Candidate Shelley Marie Dowhanik-Baron

Mrs. Dowhanik-Baron said she was a retired City Engineer. My first job as a professional engineer was to model older plumes from a wastewater treatment plant. That meant collecting air samples at the plant and asking office coworkers to evaluate them. I remembered thinking I was an impostor and not a real engineer. I wondered when I would get to do real engineering work. After many years, I realized that my first job was exactly about real work and working with people. The older study was about convincing people to do unpleasant things in the service of the public good. I did dirty jobs, so my city could have clean water, sewage, and other infrastructure that worked. Throughout

my career, I spent a great amount of time listening, explaining projects, and gathering feedback. I believe that is the most valuable skill I bring. Listening to people and engaging them. I bring hard skills, like project planning and management, municipal budgeting, and infrastructure experience from communities ranging from 750,000 residents to smaller towns of 30,000 people. I am not a homegrown person from Alamogordo. I came here to be closer to my daughter and son-in-law, who were at Holloman Air Force Base. I arrived here eight years ago, and over time, this town has captured my heart. I see real opportunity and potential here. I feel a sense of duty to help make it better. I want to lend my time and talent to make Alamogordo an even better home. If selected, my priorities would include addressing aging infrastructure, a clear, long-term Public Works plan, and no taxpayer surprises. I strive for communication with our citizens and hiring qualified employees to fill our many vacancies. Alamogordo would benefit from bringing in new businesses and supporting those we have. I would also build on the community clean-up initiative, drawing on my experience with Keeping America Beautiful. I have no political alliances or hidden agendas. I have no club or inner circle, and I do not owe anyone a favor. I take transparency seriously. It would be an honor to serve District Five.

Commissioner Pattillo asked for a top-five list of projects that, as an engineer, you would see fit to prioritize. She said, per Public Works Director Vargas, the City has a list of streets they have started on already. I would definitely attack the streets because people are tired of driving through potholes. I would also look at our water supply. We are in a desert and need a long-term plan to ensure water gets to Alamogordo and people's houses. We need to look at improving our water lines. The sewer lines would also need to be looked at. We also need to spend more time promoting ourselves and telling people what is great about Alamogordo, and attracting people and their families here. We need to grow our own people to fill City jobs.

Commissioner Burnett said if you are not chosen for this seat, what are your future plans? She said she would continue showing up at Commission Meetings. I have also been working closely with Alamogordo MainStreet, and they have asked me to serve on their board, so I may do that. I will also keep doing my personal litter pickup, where I go out and try to beautify our City as I can. If we clean up our City, people will be more proud of where they live. We love our town, and we want people here. We need to work on tourism and White Sands National Park, which sees 700,000 people a year. We need to be a destination and not just a drive-through to expand our tax base.

Commissioner Burnett said in your opinion, what is the main concern or priority in Alamogordo? She said our main priority is dealing with our aging infrastructure. Too many things have been let go to rot. There hasn't been a plan in place to maintain our infrastructure, which costs us more money in the long run. We need to get a master plan in place to prioritize and budget projects, which will also help the public not to be surprised. We need to hear their ideas about improvements.

Mayor McDonald said if revenue drops next year, what program or programs would you cut first, and what would you absolutely refuse to cut? Would you vote to raise taxes and fees before cutting spending? Mrs. Dowhanik-Baron said the City cannot cut its Police or Fire Departments. We need to keep first responders in the budget. Back to the master plan for Public Works, we may have to bump things a year or two down the road if we do not have the money we hoped for. I do not think we can cut our water supply either.

Mayor Pro-Tem Rardin asked if she had thick skin. Sometimes, we are not the most popular people. She said when I previously met with you, you did say I would need thick skin to do this job. When I was an engineer, I was one of the very few women. Dealing with contractors meant I had to get a trucker's mouth and be hard and fast to ensure things were done correctly. I am not afraid to stand for what Alamogordo needs, or to follow the Charter, or follow our Standards. I do think I have very thick skin.

Candidate Alfonso "Al" C. Hernandez

Mr. Hernandez said he has been a resident of Alamogordo and District Five all his life. I am proud of my home, and I built a new house in that district. I love Alamogordo. I started my political career in 1996, when I was a District Three Commissioner. At that time, there were four Commissioners and three at-large Commissioners. District Five was District Three at that time. I have been asked what I did for the twelve years I was on the Commission. Some of the projects at that time I was in favor of, and some I was not. Same thing for 2012 to 2020. There were many projects

and improvements, such as the Desalination Plant, and the Golf Course expanded from 9 holes to 18. When you are on the Commission, you vote how you want, but everything takes four votes. You can bring something up to City Management to push through, but it will still take four votes. I love my community, and I do volunteer work. My career started in 1996. I stepped down in 2000 for personal reasons. I came back in 2012, and I was defeated in 2020. In 2020, I was diagnosed with stage four kidney cancer. I went through treatments, and I am still doing trips to deal with that, but I am still working hard for my community. I am dedicated, open, and I answer my calls. People cannot say I do not call them back.

Commissioner Burnett said if you are not selected for this seat, what are your future plans? Mr. Hernandez said he would continue to do what he is doing now. I work at the hospital, and today is my 26th anniversary doing that. I also do volunteer work using my Bobcat and tractor, doing projects for Habitat for Humanity and individuals. I recently assisted my neighbor, whose house was set for destruction by the City. I took down the fence, which was probably \$5,000 worth of work, for nothing. I will continue to help them when I can.

Commissioner Pattillo asked for instances on the City Commission where he would have done something different. Mr. Hernandez said there were not many, but the Bowling Alley was one. Charging \$2,000 a month for rent was a big no-no. I should have fought that harder. We should have looked at it closely. Another was when Robert Stockwell was fired. I made a big mistake. Back then, Mr. Stockwell came to us and told us he was firing the Police Chief at the time. He did not give a reason why. That Police Chief was a very good friend of mine. I learned that, in politics, you do not have friends. I thought that the firing of my friend wasn't going to happen. The Police Chief got fired anyway, and then Mr. Stockwell got fired.

Mayor Pro-Tem Rardin asked how many years of experience he had with budgets. I am pretty sure you have thick skin since you have done this job for numerous years. Mr. Hernandez said you guys have sat through this tonight and been dragged through the mud. I work with budgets now, and have worked with budgets in the last 15 years of my job. My job title has changed many times, but I have done the same thing. I work with administration, and I am a director with my own budget. I have done projects in town and have done utilities in subdivisions. I helped build Alamogordo, and I have been doing this for 49 years.

Mayor McDonald said if revenue drops next year, what specific program would you cut first, and what would you refuse to cut? Would you vote to raise taxes or fees before cutting spending? Mr. Hernandez said he would first ask why the revenue dropped. I do not currently understand all the programs in place now, and I would have to study them. I would look at programs that are not necessary for the community first. I would not want to cut budgets for departments if we could avoid doing that, but you may have to move them and also move year-to-year programs.

Mayor Pro-Tem Rardin asked for a show of hands from the public present regarding how many of them resided in District Five. He said he saw seven.

Commissioner Robinson made a motion to nominate Shelley Marie Dowhanik-Baron.

Mayor McDonald seconded the motion.

Motion failed with a vote of 3 - 3 - 0. Mayor Pro-Tem Rardin, Commissioner Tapley, and Commissioner Pattillo voted nay.

Commissioner Pattillo made a motion to nominate Alfonso "Al" C. Hernandez.

Mayor Pro-Tem Rardin seconded the motion.

Motion passed with a vote of 4 - 2 - 0. Mayor McDonald and Commissioner Robinson voted nay.

Mayor McDonald said it was nice having three candidates, and I am proud of the turnout. We will give whoever serves our full support.

City Clerk Hughs administered the Oath of Office to Alfonso "Al" C. Hernandez, for a term to expire on December 31, 2027.

PRESENTATIONS

2. City update on current projects in construction. (Justen Boyle, Senior Project Manager, Joseph Samora, Project Manager)

Senior Project Manager Boyle gave his presentation.

2025 Completed Projects

Mayor Pro-Tem Rardin asked when they were going to repair the Cemetery's fence, which had been damaged in an accident. Acting City Manager Hernandez said it took a while for us to get the quotes with insurance. A car ran into the fence. I believe we have the quote to fix and pay for it, and we are going off insurance.

Commissioner Pattillo asked which of these was the most surprising for staff, such as complications in the project you did not expect. Senior Project Manager Boyle said that it was the New York WSRP. The infrastructure was very old, and there were lines we did not know about.

Projects in Construction**La Luz South Reservoir Cover, Tower, and Catwalk Replacement - Utilities Department**

Commissioner Pattillo asked what this project would accomplish for the reservoir. Senior Project Manager Boyle said the liner is rusty, so it will be cleaner. Commissioner Burnett asked if this was the one where the cover tore. Utilities Director Nunnelley said the one that tore recently was the East Reservoir. That one was 1.8 million gallons and has since been repaired. The South Reservoir had a cover that was aged and no longer safe for staff to work on. The tower was the original one installed in 1954, where the concrete had deteriorated. The catwalk was starting to collapse.

White Sands BLVD / Fairgrounds Road Traffic Signal Public Works / Utilities / City Manager

Mayor Pro-Tem Rardin said regarding the Fairgrounds, is there money in there for traffic pattern signage changes? Every time we put in a different intersection, we see an increase in accidents. Will there be any actual signs? Senior Project Manager Boyle said yes. A traffic study was done as well. Our on-call engineer looked at the traffic study to ensure everything was good. We also made sure the plans fit with the traffic study. Mayor Pro-Tem Rardin asked if the public would be notified that it is now a four-way. Senior Project Manager Boyle said he could put out a PSA on that.

Commissioner Pattillo asked how the handoff for the first road into the Fairgrounds subdivision went. Senior Project Manager Boyle said it has not been handed off yet. It is still in his contract for the subdivision. The road is still part of the subdivision, and we have not accepted it. Commissioner Pattillo asked how the public and private coordination went regarding line and utility installation. Senior Project Manager Boyle said it has been going great regarding the timeline. They have been working fast. Commissioner Pattillo asked if there was a timeline for the acceptance. Senior Project Manager Boyle said he did not know.

Alameda Zoo Duck Pond Improvements - Parks and Recreation

Commissioner Pattillo asked if that portion of the Zoo would be closed for the improvements. Senior Project Manager Boyle said not for this project.

Fire Station 2 Improvements - Fire Department

Commissioner Pattillo asked if this project was a total overhaul. Senior Project Manager Boyle said we are demoing the north side, extending it eight feet, to give enough space in the bay for a full-sized fire truck. On the building side, the eight feet is to ensure we have three bedrooms, two baths, and living quarters. This project will have stub-outs for EV station charging systems, which is now a federal requirement.

Commissioner Hernandez said once this is completed, will it be staffed? Acting City Manager Hernandez said we are working with Chief Ramirez to see how this will affect ISO if we do not get it staffed. We are looking at the current staff we have, and safe levels to house each of them. It is not only this fire station. We will also go into Fire Station 4 and work on the sewer line, which is the only thing keeping it from being manned. Commissioner Hernandez said this station is in a very vulnerable area of the community with all the trailers there.

Commissioner Pattillo asked if this station was closed. Senior Project Manager Boyle said yes, it has been for a while. We got an extension on the grant for this. Acting City Manager Hernandez said that the grant was originally for Fire Station 2, then it got reauthorized for Oregon, and then we reallocated it for this one. There were three changes in Fire Chiefs by the time this grant was ready. Commissioner Pattillo asked how long this station had been down. Acting City Manager Hernandez said for over ten years. Commissioner Hernandez said about fifteen years.

Commissioner Pattillo said there is a temporary no left turn sign heading east from 10th Street. Is there a plan for the permanent installation of a sign? Senior Project Manager Boyle said yes, that sign was ordered.

Oregon WSRP 001 (Phase 1) - Utilities Department

Commissioner Burned asked how many overage days there had been so far, like because of rain delays. Senior Project Manager Boyle said combined, roughly a month and a half. Commissioner Burned asked how much has been allotted. Acting City Manager Hernandez said there is not a set amount.

Commissioner Pattillo asked when this road was last overhauled, if ever. Mayor Pro-Tem Rardin said it was chip-sealed in 1987. Commissioner Hernandez said yes, that was in cooperation between the County and us.

Mayor Pro-Tem Rardin asked if the little crossover to Washington Avenue was to be repaved. Senior Project Manager Boyle said no, but only because we are in the design process for a Washington Canal. Re-paving that and then ripping it out does not make sense. Mayor Pro-Tem Rardin asked if that could be patched. Senior Project Manager Boyle said the best way to do that may be with Public Works. Acting City Manager Hernandez said she had talked to Public Works Director Vargas about that. Commissioner Burnett asked where the canal was in the design process. Senior Project Manager Boyle said we are not in full design, but phasing out. Mayor Pro-Tem Rardin asked if it may be seven or eight years before we see something. Senior Project Manager Boyle said the goal is to get something completed and pushed forward within the next ten years. That includes construction. Mayor Pro-Tem Rardin said if it may be ten years, we may as well pave it to get a good drivable surface.

Commissioner Burnett asked how often roads should be re-paved. Senior Project Manager Boyle said it depends. A road should be in good condition for at least ten years. Commissioner Burnett said the intersection at White Sands we recently did is already starting to ripple. It has not been close to ten years. Senior Project Manager Boyle said that it was a DOT project, and I do not know the details. Their standards are different than City standards.

Commissioner Pattillo said with roads that have not been touched in forty or fifty years, what do we need to be doing contractually, project manager-wise? Also, what needs to happen with the new roads we are working on? Senior Project Manager Boyle said the 2020 Commission approved a Street Maintenance Program, or SMP. Oregon was in fiscal year 2021. In streets needed for roads, we are looking at the Water Master Plan and taking on those roads, and incorporating that into the project. We are going based on those roads. Commissioner Pattillo asked if, regarding circumstantial issues with old roads, we needed plans in place for future roads. Acting City Manager Hernandez said the key to the roads is the passing of the Technical Standards. By passing that, we are holding them to specific specifications that we have learned, where failures have happened before. The Technical Standards are a result of failed infrastructure projects we have had.

Mayor Pro-Tem Rardin said at 18th Street and Oregon Avenue, at 1801, there are concerns with drainage. Have we come up with a fix for that? Senior Project Manager Boyle said the owner of the house brought that up to me. I brought it up to the engineer and contractor before it was paved. We checked elevations, and inspectors went out. Unfortunately, 18th Street going towards Washington Avenue is at such a high elevation. Dropping the intersection

would create a ripple effect. If we dropped it, would we have to lower the road going towards Washington Avenue, and then on and on. We ensured the water flows at 0.02%. It eventually goes down 18th Street. It is a little better than what it was, but it is a slow drain.

Commissioner Pattillo said it is important that the public knows what you are running into and what these road projects are like. Utilities Director Nunnelley said we are working with Lee Engineering out of Las Cruces on a comprehensive Street Management Pavement Plan. We are also looking at safety corridors and bicycle traffic. We are meeting on that now.

Commissioner Hernandez said water from the Parks is going onto the street. That is a problem on Cuba Avenue from Oregon Park. Have you worked with them on that? Secondly, regarding the Natatorium, a big issue with the current pool is back flushes. I see the manhole on 12th Street and Utah Avenue floating. Was that looked at when you put in the sewer for the Natatorium? Senior Project Manager Boyle said the sewer for the Natatorium is on 13th Street. I could not answer for 12th Street. Acting City Manager Hernandez said Parks is changing the heads on their irrigation system to low-trajectory heads. Unfortunately, kids kick them sometimes. Utilities Director Nunnelley said regarding 12th Street, we are rerouting that sewer to run a completely different way. It rattles that manhole and has caused backups in certain houses over the years. It has caused substantial tort claims over the years. The sewer on 13th Street is almost dedicated at this point.

The phone connection to Commissioner Tapley was lost at 8:37 PM. The connection with Commissioner Tapley was restored at 8:39 PM.

F4 Phantom (Phase 2) - Utilities Department

Commissioner Pattillo asked how power worked long-term. Senior Project Manager Boyle said he did not know much about electrical, but Facility Maintenance Manager Bennett worked with Zuni Electric and PNM to ensure full electricity, and I think it is being charged towards the lightbulb on the street.

COPE Building

Commissioner Burnett asked how big the building was. Senior Project Manager Boyle said 3,000 square feet.

US 54/70 Water Replacement

Commissioner Pattillo asked where the water line was within the road. Senior Project Manager Boyle said north and south of the highway, off the road, from the bridge down.

Other Projects

Acting City Manager Hernandez said there are other projects that do not involve the Engineering Department to be aware of. We got ICIP money for Bonito Lake. We are clearing debris, installing new railings, replacing stairs, and replacing a stolen footbridge. The next phase is bringing ADA access and compliance to Bonito Lake for day fishing. Joe Lewandowski put most of the Dudley School and playground together. We had a walkthrough last month, and we took over the building officially. We have a punch list of things that need to get done so it can be a rentable space. We also have the PO for the playground equipment. We hope to have everything set for Dudley by this summer. We will do some crosswalks in March. The locations were selected based on traffic patterns and safety concerns. We are also working on ditches in Public Works. We are working on clearing them out, then we will come back and spray. Our contractors, K&G, have done a great job.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following remarks:

1. The Subdivision Ordinance Workshop will be on Wednesday. This ordinance is an area where staff frequently receive criticism during enforcement. Given that level of concern, we hope there is strong participation in the

workshop. It has been advertised, and we hope for a big turnout and feedback from the public.

2. We will be coming forward with two positions for this fiscal year. One will be a new IPRA person. The workload on IPRA has gotten ridiculous and outrageous, especially since the law was passed on body cameras. We will take a seasonal Parks position to become a full-time Laborer. Parks have had a large lift in what they handle, and we have added things to what they do. With that new position, I will also have them take care of the trash cans downtown.

3. Departments will do presentations during Commission meetings. Today was our Projects. March 10th will be APD. March 24th will be the Golf Course. April 14th is the Zoo. April 28th is AFD. May 12th will be Bonito Lake. We also think the State will come down since there is collaboration. May 26th will be Public Works.

4. I wish to speak about employee standards and expectations, and our public servant policy. All City employees report directly to the City Manager. In response to recurring concerns about customer service, back in 2023, the HR Director and I implemented a public servant policy, which every employee is required to sign. There is also a video. I want to be clear about what being a public servant means, and does not mean. It does not mean employees should be yelled at, cursed at, ridiculed, harassed, followed, or threatened while performing their duties. An increasing pattern in past months is employees being threatened in their daily interactions. That a Commissioner will take care of it or take their job. No employee should fear losing their position over political pressure. They should only be concerned about losing their jobs if they fail to perform their duties or engage in conduct that is immoral, illegal, or unethical. When there is concern over an employee, the appropriate action is to allow my management team the opportunity to review, investigate, and take corrective action if necessary. There are over three hundred employees and multiple vacancies. Recruiting qualified public servants is already challenging, and the conditions already described make it more difficult. We do not wish to retain poor performers, but we also cannot afford to lose strong, dedicated employees because they feel unsupported or exposed to undue pressure.

5. The formal Weeds and Drainage Department was eliminated after careful evaluation. I monitored the Department's performance over three full budget cycles. Despite the continued allocation of taxpayer dollars, the outcomes did not meet operational expectations or the needs of our citizens. Continuing to invest funds in something not producing results would have been fiscally irresponsible. Sometimes, leadership requires making uncomfortable decisions that are necessary in the long run. We reallocated resources, restructured the approach, and implemented a more accountable system. The progress we are now seeing shows that the restructuring was the correct decision.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor McDonald presented the Mayoral Commendation to Coach Robert Sepulveda for shaping champions, building character, and elevating Alamogordo to statewide and national distinction. His 90 years reflect not only victories earned, but lives transformed.

Commissioner Burnett asked if Gary Trinkle had been met with. Acting City Manager Hernandez said Police Chief Kunihiro did meet with him. Commissioner Burnett asked if what he needed was resolved or understood. Acting City Manager Hernandez said yes, it was a complaint that was addressed and investigated.

Mayor McDonald said on February 13th, I was honored in Santa Fe by Representative Pamela Herndon in being the first woman of color to be elected Mayor in New Mexico. The award is hanging in a frame in my office, and it was a very exciting time. There were nine other women, and I was elated about it. I also attended the Thrive Awards on Friday night. Many were honored there for their contributions to Thrive over the years. I was at the Gary Sinise presentation on Saturday night. He had an excellent presentation and interview. I also went to Coach Sepulveda's birthday party. On July 18th, we will do the Annual Clean Up in District Five. Mrs. Vesta and Commissioner Robinson have been staunch supporters of the clean-up.

CONSENT AGENDA

3. Approve the minutes for the Special Commission Meeting on February 5, 2026, the Regular Commission Meeting on February 10, 2026, and the Special Commission Meeting on February 12, 2026. (Rachel Hughs, City Clerk)

4. Approve the statements related to the Executive Closed Session of the Special Meeting held on February 12, 2026. (Rachel Hughs, City Clerk)

5. Consider, and act upon, adoption and final publication of Ordinance 1721 amending Chapter 23 of the city code of ordinance to rededicate the local economic development tax and fund balance for the construction, operations, and maintenance of a municipal natatorium. (Stephanie Hernandez, Acting City Manager) (Roll Call Vote Required)

Commissioner Hernandez said he would abstain from voting because he was not present for those items.

Commissioner Burnett moved to approve Items 3 and 4.

Commissioner Robinson seconded the motion.

Motion Passed with a vote of 6 - 0 - 1. Commissioner Hernandez abstained.

ITEMS REMOVED FROM CONSENT AGENDA

5. Consider, and act upon, adoption and final publication of Ordinance 1721 amending Chapter 23 of the city code of ordinance to rededicate the local economic development tax and fund balance for the construction, operations, and maintenance of a municipal natatorium. (Stephanie Hernandez, Acting City Manager) (Roll Call Vote Required)

Mr. Muirhead explained the amendments made to the ordinance. The changes are in the title to change the code of City ordinances, and to make it consistent with the current City code, so that it references the infrastructure gross receipts tax instead of the Local Economic Development Tax. It is a drafting thing for consistency, so it does what you understand it to do, and what the voters approved.

Mayor McDonald asked if the GRT was municipal. Mr. Muirhead said yes, it is the 0.125% Municipal Infrastructure Gross Receipts Tax. We kept that the same, but now the dedication is different, so the code stays consistent.

Commissioner Burnett said it says, "...the remaining fund balance..." in there. What do you mean by that? Mr. Muirhead said over the years that tax had accrued about \$6,000,000 of Gross Receipts Tax revenue that was going to be used if there was an opportunity for local economic development purposes. That had not happened, so the voters approved moving \$4,000,000 towards the Natatorium. Commissioner Burnett said so the remaining fund balance is whatever is left after the \$4,000,000 was moved. Acting City Manager Hernandez said we only removed \$4,000,000 for the pool. We used some of the remaining balance for LEDA awards, like the Zoo Fence and Fun Center. Finance Director Huff said we reallocated \$385,000 for the Zoo Fence, \$650,000 for the bowling alley lane replacements, \$1,000,000 LEDA award to RAD Retrocade, and a \$1,000,000 LEDA award to White Sands Theater. Commissioner Burnett asked how much was left. Finance Director Huff said the \$938,000 remains there. Commissioner Burnett said we are still waiting on the remaining LEDA applications. Finance Director Huff said correct. Commissioner Burnett asked how much of the \$650,000 has actually been used at the bowling alley. Finance Director Huff said we have paid out about \$585,000. I believe another invoice is coming because the scoring system invoice was not complete. Commissioner Burnett asked how much that scoring system invoice would be. Finance Director Huff said she had not seen it yet.

Commissioner Burnett moved to approve the ordinance as amended.

Commissioner Robinson seconded the motion.

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

NEW BUSINESS

6. Consider, and act upon, first publication of Ordinance 1722 authorizing the delivery of a loan agreement and intercept agreement for \$12,000,000 for the construction, equipping and furnishing of a municipal natatorium. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

Finance Director Huff said the Commission approved a resolution that allowed us to submit an application. This is the next step. We are on the agenda for a Thursday Board Meeting with the New Mexico Finance Authority, so their Board can begin the process of looking at this. The loan will be for \$12,865,000, which includes the cost of issuing

the debt and all the other fees. We feel there is a good chance of NMFA approving it. Mr. Muirhead said so the ordinance currently reads \$12,000,000, but when it comes back for final adoption, it will tie into what the NMFA will approve, which is \$12,865,000.

Commissioner Burnett asked how many years this loan was for. Finance Director Huff said twenty-five.

Mayor Pro-Tem Rardin asked what the total cost of the project would be. Would it be closer to \$16,000,000? Finance Director Huff said specific instructions were given to design a \$12,000,000 pool. We have \$4,000,000 that was rededicated, and of that, we have used \$1,014,000 to do the design. We also used \$500,000 to do sewer line upgrades and tie-ins. We know more may be used to do concrete work. The debt will pay for the construction of the pool. Bidding is an adventure, but the idea is to use the remaining fund balance for more optional furnishings, like jumbotrons or scoreboards.

Commissioner Pattillo asked for the basic terms of the loan to be clarified. Finance Director Huff said it is twenty-five years, \$12,865,000, and a net interest cost of 4.93%. Mr. Muirhead said when this is brought back for final adoption on March 24th, the pricing will be in front of you, and we will present everything. In a month from now, you will have all the information. These are estimates at this point based on current market conditions. They do lend money at AAA rates, so we would expect it to be the best available. Commissioner Pattillo asked if they would have options at that time. Finance Director Huff asked what type of options. Commissioner Pattillo said any options. Finance Director Huff said you would not really have options at that point. It will have been approved by the NMFA Board, but there would not be options like terms of the length of the loan or the amount. Mr. Muirhead said your financial advisors will also be here on March 24th, and they will look at this and say what the best thing to do is. If, on the 24th, you decide you do not like this, you do not have to approve it. Commissioner Pattillo asked how the Acting City Manager and Finance Director felt about this. Finance Director Huff said the NMFA has been a great partner for us. We currently have 15 loans with them. We feel they bring us the best chance to get an affordable option, and we feel comfortable with it. Acting City Manager said after 15 years, we can look at this again to refinance it. We look at those every 10 years. Finance Director Huff said our finance advisors are great about coming back and stating we should refinance things.

Commissioner Burnett asked how much money this tax brought in every year. Mr. Muirhead said in the last fiscal year, \$1,190,000. Finance Director Huff said we have a couple of these that are an eighth of a percent.

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

EXECUTIVE SESSION

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

Mayor Pro-Tem McDonald said this item was changed from "Recess" to "Adjourn" during the Approval of the Agenda.

**Mayor Pro-Tem Rardin moved to adjourn to Executive Session at 9:34 PM.
Commissioner Burnett seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

RECONVENE INTO OPEN SESSION

8. (Action, if any, related to Limited Personnel Matters) (Roll Call Vote Required)

None. The Item was removed during the Approval of the Agenda.

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 10, 2026.

DRAFT

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
5:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
March 2, 2026**

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

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

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 5:30 PM. Roll Call was taken by the Deputy City Clerk. Deputy City Clerk Aleshire announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Robinson, and the Pledge of Allegiance was led by Commissioner Pattillo.

APPROVAL OF AGENDA

Commissioner Tapley moved to approve the agenda.
Commissioner Hernandez 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 1978 (as amended), to discuss: Limited Personal Matters (Hiring City Manager).

Commissioner Burnett moved to adjourn to Executive Session at 5:34 PM.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 10, 2026.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
5:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
March 3, 2026**

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

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

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 5:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Robinson, and the Pledge of Allegiance was led by Commissioner Burnett.

APPROVAL OF AGENDA

Commissioner Tapley moved to approve.
Mayor Pro-Tem Rardin 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 1978 (as amended), to discuss: Limited Personal Matters (Hold City Manager Interviews).

Commissioner Robinson moved to adjourn to Executive Session at 5:35 PM.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 10, 2026.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING MINUTES
5:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
March 4, 2026**

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

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

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 5:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Robinson and the Pledge of Allegiance was led by Mayor Pro-Tem Rardin.

APPROVAL OF AGENDA

Commissioner Tapley moved to approve.
Commissioner Burnett 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 1978 (as amended), to discuss: Limited Personal Matters (Hold City Manager Interviews).

Commissioner Hernandez moved to adjourn to Executive Closed Session at 5:33 PM.
Commissioner Pattillo seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 10, 2026.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/04/2026

Report No: 3.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Sessions of the Special Meetings held on March 2, March 3, and March 4, 2026. *(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 March 10, 2026: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on March 2, 2026, an Executive Closed Session was held, and the matters discussed in the closed meeting were limited only to discuss Limited Personal Matters (Hiring City Manager).

Approve the following statements authorizing them to be included in the minutes of March 10, 2026: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on March 3, 2026, an Executive Closed Session was held, and the matters discussed in the closed meeting were limited only to discuss Limited Personal Matters (Hold City Manager Interviews).

Approve the following statements authorizing them to be included in the minutes of March 10, 2026: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on March 4, 2026, an Executive Closed Session was held, and the matters discussed in the closed meeting were limited only to discuss Limited Personal Matters (Hold City Manager Interviews).

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 02/27/2026

Report No: 4.

Submitted By: Sue Ashe

Subject: Investment Report for the quarter ending Dec 31, 2025, in accordance with the City of Alamogordo Investment Ordinance. *(Evelyn Huff, Finance Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No additional Fiscal impact.

Recommendation:

Accept the Quarterly Investment Report for the period ending December 31, 2025.

Background:

The City of Alamogordo ended the quarter with an investment portfolio totaling \$91,520,164.45. The portfolio was made up of:

State Investment Pool	\$	6,554	or	0.01%
Short Term Investments	\$	4,239,748	or	4.75%
US Treasury Notes/Agency Bonds	\$	66,795,965	or	74.87%
Certificates of Deposits	\$	18,177,247	or	20.37%
Total Investments:	\$	89,219,514		100.00%

Total gains (losses) for the quarter ended December 31, 2025, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$700,486.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$	2,854,896	
Interest Received to Date	\$	1,443,385	50.56% of budget

Note: The investments mature at different times throughout the year and 50.86% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and the Investment Summary is accrued interest of \$27,075.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT	MARKET	MARKET	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
			AMOUNT	VALUE	GAIN (LOSS)			
			BOOK VALUE					
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		6,486.71	6,486.71	0	1.907%	DAILY	N/A
	CD		-	-	0	1.250%	02/07/26	02/07/18
	CD		-	-	0	1.250%	03/22/26	03/22/18
First Savings Bank (CD# 81187231)	CD		608,992.38	608,992.38	0	0.800%	02/11/29	02/10/19
First Savings Bank (CD# 81187926)	CD		296,285.31	296,285.31	0	1.250%	03/12/28	03/12/18
	CD		-	-	0	1.000%	02/07/26	02/07/18
First Savings Bank (CD# 13401520)	CD		1,157,138.10	1,157,138.10	0	1.000%	03/12/26	03/12/18
First Savings Bank (Money Market 2072498156)	MM		1,550,047.13	1,550,047.13		1.000%		02/22/23
	CD		-	-	0	1.650%	02/08/23	02/08/18
Pioneer Bank (CD#30100640)	CD		296,708.87	296,708.87	0	1.600%	02/12/26	02/12/18
Bank of the West (CD#029771907)	CD		0.16	0.16	0	1.600%	03/20/26	03/20/18
Washington Federal (CD# 172-200282-9)	CD		8.00	8.00	0	2.050%	03/22/23	03/22/18
	CD		-	-	0	1.250%	04/09/23	04/09/18
Moreton (Enterprise Bk NA NB)	CD	29367QCZ9	250,000.00	244,982.50	(5,018)	0.850%	06/05/26	06/05/20
Moreton (Texas Exchange Bk Crowley)	CD	88241TJB7	249,798.29	244,375.00	(5,423)	0.950%	07/17/26	07/17/20
Moreton (Uinta BK MTN View WYO)	CD	903572EX9	249,915.07	249,222.50	(693)	0.400%	10/30/25	10/30/20
Moreton (Old Dominion Natl Bk North CD)	CD	679585AS8	249,915.07	248,885.00	(1,030)	0.400%	11/13/25	11/13/20
Moreton (Oakstar Bk NA Springfield MO)	CD	67389LAR4	249,915.07	248,687.50	(1,228)	0.400%	11/20/25	11/20/20
Moreton (Landmark Community Bank)	CD	51507LCA0	249,904.45	248,595.00	(1,309)	0.450%	11/25/25	11/25/20
Moreton (Security Bk & TR CO Paris CD)	CD	814010CK8	250,000.00	240,965.00	(9,035)	0.450%	11/13/26	11/13/20
Moreton (Bank Grove Okla)	CD	06246PCB9	249,915.07	247,190.00	(2,725)	0.400%	01/22/26	01/22/21
Moreton (Connectone Bk Englewood)	CD	20786ADE2	249,904.45	247,230.00	(2,674)	0.450%	01/22/26	01/22/21
Moreton (BankUnited Natl Assn)	CD	066519QC6	250,000.00	247,307.50	(2,693)	0.550%	01/22/26	01/22/21
Moreton (Chambers BK Daville AK)	CD	157767AG9	250,000.00	247,077.50	(2,923)	0.450%	01/27/26	01/27/21
Moreton (Metropolitan Cap Bk Chicago IL)	CD	591803CA7	250,012.38	241,097.50	(8,915)	0.550%	11/18/26	02/19/21
Moreton (Legacy Bk & Tr CO, Rogersville)	CD	52470QAS3	249,904.45	246,480.00	(3,424)	0.450%	02/26/26	02/26/21
Moreton (Sunwest Bak Irvine Calif)	CD	86804DCT3	249,851.37	239,482.50	(10,369)	0.700%	03/05/27	03/05/21
Moreton (FNB Oxford BK)	CD	30259XAW2	249,840.75	239,400.00	(10,441)	0.750%	03/19/27	03/19/21
Moreton (Home Savings Bk Chanute KS)	CD	43733WAH6	248,991.78	239,632.50	(9,359)	0.800%	03/19/27	03/19/21
Moreton (Goldman Sachs Bk USA N Y)	CD	38149MWH2	249,808.90	245,370.00	(4,439)	0.900%	05/19/26	05/19/21
Moreton (Peoples Svgs BK)	CD	71224LAB0	249,861.99	245,485.00	(4,377)	0.650%	05/19/26	05/19/21
Moreton (Sandhills St Bk Bassett NEB)	CD	800037AP8	249,830.14	238,480.00	(11,350)	0.800%	05/21/27	05/21/21
Moreton (National BK Comm Superior)	CD	633368FE0	249,872.60	244,857.50	(5,015)	0.600%	05/21/26	05/21/21
Moreton (Spring Bk FSB NY)	CD	849430BM4	250,000.00	244,547.50	(5,453)	0.500%	05/28/26	05/28/21
Moreton (Pinnacle Bk Jasper ALA)	CD	723451BX7	250,000.00	244,277.50	(5,723)	0.500%	06/11/26	06/11/21
Moreton (Southeast Bank Athens Tenn)	CD	84133PFD5	250,000.00	244,320.00	(5,680)	0.600%	06/17/26	06/17/21
Moreton (Denver Svgs Bk Iowa)	CD	249398BZ0	250,000.00	244,085.00	(5,915)	0.600%	06/28/26	06/28/21
Moreton (One Cmnty Bk Ore Wis)	CD	682325AH8	250,000.00	247,790.00	(2,210)	0.500%	12/29/25	06/29/21
Moreton (National Bk New York City)	CD	634116CX3	250,000.00	245,822.50	(4,178)	0.500%	03/30/26	06/30/21
Moreton (Toyota Finl Svgs BK)	CD	89235MLE9	250,000.00	244,135.00	(5,865)	0.950%	07/29/26	07/29/21
Moreton (Prime Alliance BK Utah)	CD	74160NHL7	250,000.00	232,177.50	(17,823)	1.000%	07/31/28	07/30/21
Moreton (Sallie Mae Bk Murray Utah)	CD	795451AT0	250,000.00	243,872.50	(6,128)	1.050%	08/25/26	08/25/21
Moreton (Nebraskaland Natl Bk)	CD	63970QFY7	250,013.71	246,457.50	(3,556)	0.500%	02/27/26	09/08/21
Moreton (Farm Bur Bk FSB Sparks Nev)	CD	307660LN8	250,000.00	231,220.00	(18,780)	0.950%	09/08/28	09/10/21
Moreton (Henderson ST Bk Neb)	CD	425246AY1	250,000.00	230,352.50	(19,648)	0.850%	09/18/28	09/17/21
Moreton (Grant CNTY Bank Ulysses Kans)	CD	38762PDW9	250,000.00	237,022.50	(12,978)	0.150%	01/15/27	12/15/21
Moreton (Fidelity Co-Operative Bk)	CD	316077DW3	250,000.00	241,987.50	(8,013)	0.150%	01/26/27	01/26/22
Moreton (Discover BK Greenwood Del)	CD	254673F76	250,000.00	247,945.00	(2,055)	3.200%	06/01/27	06/01/22
Moreton (Capital One Bank)	CD	14042THS9	250,000.00	248,700.00	(1,300)	3.400%	07/20/27	07/20/22
Moreton (Saco & Biddeford Svgs)	CD	78577THR9	250,000.00	249,015.00	(985)	3.450%	07/21/27	07/21/22
Moreton (Drake Bk St Paul Minn)	CD	26144KAS6	250,000.00	248,915.00	(1,085)	3.450%	01/21/28	07/22/22
Moreton (Capital Cmnty BK Inc Provo UT)	CD	14005LBD0	250,000.00	249,000.00	(1,000)	3.500%	07/24/28	07/22/22
Moreton (Farmers ST BK Lagrange Ind)	CD	310567AH5	250,000.00	250,017.50	18	4.500%	02/03/28	02/03/23
Moreton (Bank Hope LA)	CD	062683JB4	245,000.00	245,382.20	382	5.150%	06/14/28	06/14/23
Moreton (STRUV BK WICHITA KANS)	CD	86368LAK4	250,000.00	250,187.50	188	5.150%	06/21/28	06/21/23
Moreton (First Keystone Cmnty Bk)	CD	32065RAN5	250,000.00	250,242.50	243	5.500%	09/21/28	09/21/23
Moreton (Bankers Bk Madison)	CD	06610RCK3	250,000.00	250,997.50	998	3.800%	07/19/28	01/19/24
Moreton (Citizens Bk Batesville)	CD	173477BY5	250,000.00	251,315.00	1,315	3.850%	01/19/29	01/19/24

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT	MARKET	MARKET	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
			AMOUNT	VALUE	GAIN (LOSS)			
			BOOK VALUE	VALUE	(LOSS)			
Moreton (New Rep Bk Charlotte North)	CD	64832JAW8	250,000.00	250,120.00	120	4.650%	11/24/26	05/24/24
Moreton (Frontier BK Madison NE)	CD	35907XFS1	250,000.00	250,197.50	198	4.650%	05/10/27	05/10/24
Moreton (Northwest BK Boise Idaho)	CD	66736ACK3	250,000.00	250,182.50	183	4.600%	05/28/27	05/29/24
Moreton (Stanley Bk)	CD	61768UN60	250,000.00	250,430.00	430	5.200%	05/31/29	05/31/24
Moreton (Bank Utah Ogden Utah)	CD	065427BX3	250,000.00	250,070.00	70	3.500%	09/28/29	09/25/24
Moreton (Security First Bk Lincoln Neb)	CD	81425PBT7	250,000.00	250,095.00	95	3.600%	09/28/29	09/25/24
Moreton (Maple City Svgs Bank)	CD	56511PBK3	250,000.00	247,835.00	(2,165)	3.500%	10/12/27	10/11/24
Moreton (Bankwest Inc Pierre SD)	CD	06652CJD4	250,000.00	247,167.50	(2,833)	3.600%	10/11/29	10/11/24
Moreton (First Premier Bk Sioux Falls)	CD	33610RVX8	250,000.00	248,180.00	(1,820)	3.600%	10/18/30	10/18/24
Moreton (Merit Bk Huntsville, AL)	CD	58986LAG4	250,000.00	250,082.50	83	4.050%	01/28/30	01/28/25
Moreton (Method Bk Wyandotte Okla)	CD	59151MBR4	250,000.00	250,525.00	525	4.350%	03/06/29	03/06/25
Moreton (First Finl Bk Dakota)	CD	32022RZF7	250,000.00	251,457.50	1,458	3.900%	03/24/28	03/25/25
Moreton (First St Bk Winchester Ohio)	CD	33650TAR1	250,000.00	250,095.00	95	4.300%	05/13/30	05/13/25
Moreton (West Gate Bk Lincoln Neb)	CD	95285QCP1	250,000.00	250,260.00	260	4.150%	05/16/30	05/16/25
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RV53	250,000.00	248,525.00	(1,475)	4.000%	05/17/32	05/16/25
Moreton (Medallion BK Utah)	CD	58404DXK4	250,000.00	252,720.00	2,720	4.000%	06/17/30	06/17/25
Moreton (Morgan Stanley Private BK)	CD	61768UBZ7	250,000.00	250,157.50	158	4.300%	06/21/30	06/23/25
Moreton (Truist BK)	CD	897926BR1	250,000.00	250,627.50	628	4.450%	06/27/30	06/27/25
Moreton (CFG CMNTY BK Lutherville MD)	CD	12527CME9	250,000.00	250,040.00	40	4.300%	06/30/32	06/30/25
Moreton (Generations Bk Rogers Ark)	CD	37149CBQ9	250,000.00	250,295.00	295	4.400%	07/18/30	07/18/25
Moreton (First Premier Bk Sioux Falls)	CD	33610RWR0	250,000.00	250,652.50	653	3.850%	07/22/31	07/22/25
Moreton (Freddie Mac)	FreddieMac	3134GXDF8	1,000,024.15	966,210.00	(33,814)	0.700%	11/24/26	12/11/20
Moreton (Freddie Mac)	FreddieMac	3134GW6C5	998,896.67	969,570.00	(29,327)	0.800%	10/28/26	04/05/21
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3135G06L2	1,499,624.10	1,450,590.00	(49,034)	0.875%	12/18/26	04/05/21
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130ALDA9	1,995,863.80	1,926,540.00	(69,324)	1.000%	02/26/27	04/05/21
Moreton (Farmer Mac)	Farmer Mac	31422DXD7	1,000,083.33	984,200.00	(15,883)	0.830%	03/27/26	04/05/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM2C5	499,463.88	487,320.00	(12,144)	0.710%	08/10/26	08/11/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ELN34	997,440.00	953,640.00	(43,800)	0.875%	06/22/24	09/10/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM3Q3	1,000,000.00	927,680.00	(72,320)	1.290%	02/26/26	09/10/21
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	997,870.00	961,910.00	(35,960)	0.830%	02/10/27	09/13/21
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	993,000.00	961,910.00	(31,090)	0.830%	02/10/27	09/24/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENBR0	1,000,000.00	954,530.00	(45,470)	1.300%	10/20/27	10/25/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EMUB6	999,577.90	948,320.00	(51,258)	1.300%	03/23/28	12/13/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENAW0	499,440.13	468,735.00	(30,705)	1.300%	10/12/28	12/13/21
Moreton (Federal Home Loan Banks)	Federal Home	3130ALGL2	498,404.89	482,445.00	(15,960)	1.300%	02/26/27	12/17/21
Moreton (Federal Home Loan Banks)	Federal Home	3130AQUT8	999,122.38	977,950.00	(21,172)	2.010%	02/17/27	02/17/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENSU5	1,000,000.00	987,430.00	(12,570)	2.860%	03/29/27	03/30/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENST8	1,075,927.18	1,069,098.25	(6,829)	2.770%	03/30/26	03/31/22
Moreton (Federal Home Loan Bank)	Federal Home	3130ARGQ8	1,000,000.00	987,220.00	(12,780)	2.875%	04/14/27	04/14/22
Moreton (Freddie Mac)	FreddieMac	3134GXRM8	1,000,000.00	996,450.00	(3,550)	3.550%	05/18/27	05/18/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENVL1	996,902.68	997,590.00	687	3.840%	04/27/28	08/25/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENYM6	997,897.97	996,260.00	(1,638)	3.780%	06/08/28	08/30/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENG53	1,500,000.00	1,499,505.00	(495)	4.070%	08/16/28	08/30/22
Moreton (Federal Home Loan Bank)	Federal Home	3130ASZ69	1,500,000.00	1,498,065.00	(1,935)	4.050%	08/27/27	08/30/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENF96	1,000,000.00	999,300.00	(700)	3.960%	08/17/26	08/30/22
Moreton (Federal Home Loan Bank)	Federal Home	3130B0N47	999,750.00	1,000,990.00	1,240	5.000%	03/26/29	04/17/24
Moreton (Freddie Mac)	Federal Farm	3134HACV3	\$997,452.40	1,000,450.00	2,998	4.300%	08/07/29	08/19/24
Moreton (Federal Home Loan Bank)	Federal Home	3130B2QP3	\$1,003,745.70	998,010.00	(5,736)	4.900%	06/23/31	09/23/24
Moreton (Federal Home Loan Bank)	Federal Home	3130B2UT0	978,842.89	996,230.00	17,387	4.300%	09/26/29	10/09/24
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZF5	\$995,485.13	988,280.00	(7,205)	4.000%	10/02/30	10/09/24
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZP3	\$1,021,616.18	1,009,727.50	(11,889)	4.000%	10/07/31	10/09/24
Moreton (Federal Home Loan Bank)	Federal Home	3134HAC35	\$995,580.50	999,140.00	3,560	4.375%	11/26/29	11/27/24
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ERB26	\$1,000,458.33	996,210.00	(4,248)	5.000%	11/14/31	11/27/24

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT	MARKET	MARKET GAIN	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
			BOOK VALUE	VALUE	(LOSS)			
Moreton (Federal Home Loan Bank)	Federal Home	3130B3P64	\$1,000,817.43	998,230.00	(2,587)	5.150%	11/18/32	11/27/24
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ERJ28	\$2,008,131.29	1,997,380.00	(10,751)	4.760%	12/10/29	12/12/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B44K4	\$997,954.96	998,110.00	155	4.820%	06/26/30	01/28/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ERB26	\$1,001,000.00	996,210.00	(4,790)	4.760%	11/14/31	01/17/25
Moreton (Fannie Mae)	Fannie Mae	3135GAZX2	\$997,440.31	999,040.00	1,600	4.250%	11/26/29	02/27/25
Moreton (Federal Home Loan Mtg Corp)	Federal Home	3134HBBC4	\$998,067.87	999,880.00	1,812	4.300%	02/27/30	02/27/25
Moreton (Federal Home Loan Mtg Corp)	Federal Home	3134HBDM0	\$1,995,025.05	1,996,940.00	1,915	4.250%	03/27/30	03/27/25
Moreton (Freddie Mac)	FreddieMac	3134HBHZ7	\$998,250.00	998,850.00	600	4.000%	04/17/29	04/17/25
Moreton (Freddie Mac)	FreddieMac	3134HBHY0	\$999,000.00	998,080.00	(920)	4.125%	10/15/29	04/15/25
Moreton (Freddie Mac)	FreddieMac	3134HBHQ5	\$1,993,000.00	1,994,180.00	1,180	4.000%	04/17/30	04/17/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETDZ7	\$1,004,250.00	996,780.00	(7,470)	4.590%	04/22/30	04/23/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B6CG9	\$1,000,716.00	998,870.00	(1,846)	4.375%	05/22/29	05/22/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B6A30	\$998,750.00	999,490.00	740	4.400%	05/13/30	05/16/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETDG9	\$1,001,000.00	1,002,590.00	1,590	4.730%	04/16/31	05/16/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B7HE7	\$2,503,750.00	2,491,300.00	(12,450)	4.140%	08/27/29	08/27/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETTR8	\$2,506,250.00	2,491,825.00	(14,425)	4.590%	08/25/31	08/25/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B7Q56	\$2,506,500.00	2,491,675.00	(14,825)	4.000%	09/11/28	09/11/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXV4	\$2,505,625.00	2,497,325.00	(8,300)	3.830%	09/15/28	09/25/25
Moreton (Freddie Mac)	FreddieMac	3134HBK83	\$2,510,000.00	2,497,900.00	(12,100)	4.000%	05/22/29	09/10/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXP7	\$2,508,750.00	2,492,925.00	(15,825)	4.690%	09/15/32	09/24/25
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016								
Moreton Capital Markets Money Market and Cash			\$6,035,494.15	6,035,494.15	0	varies	N/A	N/A
Wells Fargo ST Money Market 6810881786			-	-	0	varies	N/A	N/A
Wells Fargo - PHA account			-	-	0	varies	N/A	N/A
TOTAL			91,520,164	90,594,548.76	(925,615.69)			
US Treasury Notes/Agency Bonds - WF / RBC			65,076,748.10	71%				
State Investment Pool			\$6,486.71	0%				
Certificate of Deposits			20,401,435.49	22%				
Money Market Accounts			6,035,494.15	7%				
			91,520,164.45	1.00				

Investment Abbreviations

CD = Certificate of Deposit
FHLMC = Federal Home Loan Mortgage Corporation (Freddie Mac)
FNMA = Federal National Mortgage Association (Fannie Mae)
FHLB = Federal Home Loan Banks

CITY OF ALAMOGORDO
COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **September 30, 2025**

<u>Financial Institution</u>	<u>Amount of City Funds</u>	<u>FDIC Amount</u>	<u>Amount Uninsured</u>	<u>Required Collateral per NMSA 1978 6-10-17</u>	<u>Amount to be Collateralized</u>	<u>Collateral Pledged by Financial Institutions</u>	<u>Over/(Under) Pledged</u>	<u>At Risk</u>
1) State Treasurer's Pool - COA	\$ 6,487	n/a			-			-
Wells Fargo	\$ 453,776							
Wells Fargo - PHA	\$ -	-	\$ -					
	<u>\$ 453,776</u>	250,000	\$ 203,776	50.00%	101,888	1,248,557.05	1,146,669	(1,044,781)
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 6,035,494	6,035,494						
Certificates of Deposit	\$ 16,492,256	16,492,256	\$ -					
b. Securities	<u>\$ 65,076,748</u>	n/a						
	<u>\$ 87,604,498</u>							
First National - Alamogordo	\$ 6,168,406	250,000	\$ 5,918,406	50.00%	2,959,203	5,798,125.89	2,838,923	120,280
First Savings Bank	\$ 3,612,463	250,000	\$ 3,362,463	50.00%	1,681,231	3,707,000.67	2,025,769	(344,538)
Bank '34	\$ -	-	\$ -	50.00%	-	-	-	-
Pioneer Bank	\$ 296,709	250,000	\$ 46,709	50.00%	23,354	179,911.42	156,557	(133,203)
Bank of the West	\$ 0	-	\$ 0	50.00%	0	-	(0)	0
Washington Federal	\$ 8	-	\$ 8	50.00%	4	-	(4)	8
3) New Mexico Finance Authority	\$ 2,462,549	n/a						
TOTAL	\$ 100,604,895		\$ 9,531,362		4,765,681	10,933,595.03	\$ 6,167,914	\$ (1,402,233)

- 1) These funds are invested in 7-day and 14 day Treasury bills and fully-collateralized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.
- 2) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC
 - a. Securities and cash are protected up to \$500,000 (including a \$250,000 limit for cash only)
 - b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.
- 3) NMFA is a governmental agency which must itself comply with state investment policies

**CITY OF ALAMOGORDO
ANALYSIS OF INVESTMENT AND YIELDS
TWELVE MONTHS ENDED**

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
October 2024	89,066,777	168,304	2.268%	168,304
November 2024	89,192,194	125,417	1.687%	125,417
December 2024	89,475,170	282,976	3.795%	282,976
January 2025	89,555,324	80,154	1.074%	80,154
February 2025	89,918,439	363,115	4.846%	363,115
March 2025	90,200,543	282,104	3.753%	282,104
April 2025	90,410,957	210,414	2.793%	210,414
May 2025	90,644,304	233,347	3.089%	233,347
June 2025	90,808,616	164,312	2.171%	164,312
July 2025	90,860,477	51,861	0.685%	51,861
August 2025	91,144,030	283,553	3.733%	283,553
September 2025	91,548,623	404,593	5.303%	404,593
ANNUAL AVERAGE	90,235,455	220,846	2.9332%	\$220,846
12 MONTH TOTALS		2,650,149	2.9369%	2,650,149
			This Quarter	740,007

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)

(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS

(3) AVERAGE YIELD ON INVESTMENTS

**CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
September 30, 2025**

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	9,506,294.56
21	D.A.R.E. DONATIONS	7,339.49
28	POLICE CONTINGENCY	58,697.10
31	CEMETERY-PERPETUAL CARE	811,786.17
33	FIRE PROTECTION FUND	2,171,706.70
37	ST HIGHWAY CLEANUP	70,823.33
38	TRAFFIC SAFETY	47,516.78
42	84 GRT	3,142,538.52
44	TRANSPORTATION FUND	302,444.72
49	86 GRT	6,735,485.27
61	91 GRT INFRASTRUCTURE	2,642,207.51
69	94 GROSS RECEIPTS TAX	6,192,545.02
74	SENIOR GIFT FUND	97,385.96
81	WATER/SEWER OPERATIONS	18,343,565.69
86	SOLID WASTE	1,296,550.65
88	BONITO LAKE	373,956.31
89	ESGRT .0625%	2,407,039.94
94	LANDFILL OPERATIONS	5,249,654.70
96	FLEET COLLISION	228,266.75
104	UTILITY DEPOSITS	623,181.76
105	ECONOMIC DEVELOPMENT GRT	2,906,628.47
107	LIABILITY/DEDUCTABLE INSURANCE	725,491.66
109	2004 CAPITAL OUTLAY GRT	20,470,628.89
114	SIDEWALK REVOLVING LOANS	2.41
119	11 GRT REF/IMP REV BOND	8,220.89
121	2015 GO BONDS-FUN CENTER	97,714.04
122	2015 GO BONDS - STREETS	189,365.49
124	AMERICAN RESCUE PLAN ACT	2,006,542.71
125	CANNABIS REGULATION ACR	302,444.72
127	QUALITY OF LIFE CAPITAL	4,532,596.30
TOTAL:		<u><u>91,548,622.51</u></u>

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/02/2026

Report No: 5.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$120,000, to purchase and install a columbarium at Monte Vista Cemetery. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No significant fiscal impact.

Recommendation: Accept the grant agreement between NMDFA and COA, in the amount of \$120,000.

Background: The City of Alamogordo submitted a capital outlay application requesting \$120,000 to plan, design, purchase and install a columbarium, including site preparation, at Monte Vista Cemetery. This project was listed on the ICIP list, approved by the Commission on June 11, 2024. The capital outlay request was awarded at the 2025 Legislative Session, and the State of New Mexico, Department of Finance, issued grant agreements in February 2026.

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Alamogordo, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 33, Paragraph 411, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3066 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 33, Paragraph 411, One Hundred Twenty Thousand, \$120,000.00, to plan, design, purchase and install a columbarium, including site preparation, at Monte Vista cemetery in Alamogordo in Otero county;.
- B. Grantee's total reimbursements shall not exceed \$120,000.00 One Hundred Twenty Thousand, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 , which equals \$120,000.00 One Hundred Twenty Thousand ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Sharon McDonald
Title: Mayor
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: smcdonald@ci.alamogordo.nm.us
Telephone: 575-439-4268

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Evelyn Huff
Title: Finance Director
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: ehuff@ci.alamogordo.nm.us
Telephone: 575-439-4257

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Tony Duran
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: tony.duran@dfa.nm.gov
Telephone: 505-618-0734

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Alamogordo’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Alamogordo, the City of Alamogordo may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Alamogordo’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Alamogordo

Entity Name

Official with Authority to Bind Grantee:

Signature

Sharon McDonald

(Print Name)

Mayor

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

Evelyn Huff

(Print Name)

Finance Director

(Title)

Date

As To Legal Form And Sufficiency

Signature

Darrel Mori

(Print Name)

City Attorney

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including State, if applicable)

City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

Revised 7/2025

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/02/2026

Report No: 6.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$550,000, to plan, design, renovate and construct a building at the Alamogordo Family Recreation Center. *(Debbie Osborne, Grant Coordinator)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No significant fiscal impact.

Recommendation: Accept the grant agreement between NMDFA and COA, in the amount of \$550,000.

Background:

The City of Alamogordo submitted a capital outlay application requesting \$550,000, to plan, design, renovate and construct a building at the Alamogordo Family Recreation Center. The Parks and Recreation Department plan to renovate the former Girl Scout Hut to use as a small group room. This project was listed on the ICIP list, approved by the Commission on June 11, 2024. The capital outlay request was awarded at the 2025 Legislative Session, and the State of New Mexico, Department of Finance, issued grant agreements in February 2026.

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Alamogordo, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 33, Paragraph 412, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3067 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 33, Paragraph 412, Five Hundred Fifty Thousand, \$550,000.00, to plan, design, renovate and construct a building at the Alamogordo family recreation center in Alamogordo in Otero county;
- B. Grantee's total reimbursements shall not exceed \$550,000.00 Five Hundred Fifty Thousand, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$5,500.00 Five Thousand Five Hundred, which equals \$544,500.00 Five Hundred Forty Four Thousand Five Hundred ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Sharon McDonald
Title: Mayor
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: smcdonald@ci.alamogordo.nm.us
Telephone: 575-439-4268

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Evelyn Huff
Title: Finance Director
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: ehuff@ci.alamogordo.nm.us
Telephone: 575-439-4257

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Tony Duran
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87502
Email: tony.duran@dfa.nm.gov
Telephone: 505-618-0734

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Alamogordo’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Alamogordo, the City of Alamogordo may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Alamogordo’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Alamogordo

Entity Name

Official with Authority to Bind Grantee:

Signature

Sharon McDonald

(Print Name)

Mayor

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

Evelyn Huff

(Print Name)

Finance Director

(Title)

Date

As To Legal Form And Sufficiency

Signature

Darrel Mori

(Print Name)

City Attorney

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including State, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 - c. Submission of supporting documentation as required by the Agreement.
 - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

Revised 7/2025

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/02/2026

Report No: 7.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of \$1,064,700.00, to purchase and equip body cameras and to purchase and install dashboard cameras for Alamogordo Police Department. (*Debbie Osborne, Grant Coordinator*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No significant fiscal impact.

Recommendation:

Accept the grant agreement between NMDFA and COA, in the amount of \$1,064,700.00.

Background: The City of Alamogordo submitted a capital outlay application requesting \$1,064,700.00, to purchase and equip body cameras and to purchase and install dashboard cameras for Alamogordo Police Department. This project was listed on the ICIP list, approved by the Commission on June 11, 2024. The capital outlay request was awarded at the 2025 Legislative Session, and the State of New Mexico, Department of Finance, issued grant agreements in February 2026.

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Alamogordo, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 33, Paragraph 413, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3068 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 33, Paragraph 413, One Million Sixty Four Thousand Seven Hundred, \$1,064,700.00, to purchase and equip body cameras and to purchase and install dashboard cameras for the police department in Alamogordo in Otero county;
- B. Grantee's total reimbursements shall not exceed \$1,064,700.00 One Million Sixty Four Thousand Seven Hundred, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 , which equals \$1,064,700.00 One Million Sixty Four Thousand Seven Hundred ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Sharon McDonald
Title: Mayor
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: smcdonald@ci.alamogordo.nm.us
Telephone: 575-439-4268

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Alamogordo
Name: Evelyn Huff
Title: Finance Director
Address: 1376 E Ninth Street Alamogordo NM 88310
Email: ehuff@ci.alamogordo.nm.us
Telephone: 575-439-4257

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Tony Duran
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87503
Email: tony.duran@dfa.nm.gov
Telephone: 505-618-0734

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Alamogordo may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Alamogordo’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Alamogordo or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Alamogordo or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Alamogordo, the City of Alamogordo may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Alamogordo’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Alamogordo

Entity Name

Official with Authority to Bind Grantee:

Signature

Sharon McDonald

(Print Name)

Mayor

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

Evelyn Huff

(Print Name)

Finance Director

(Title)

Date

As To Legal Form And Sufficiency

Signature

Darrell, Mori

(Print Name)

City Attorney

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee:
B. Address:
C. Contact Name/Phone #:
D. Grant No:
E. Project Title:
F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment:
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: Fund No.: PO # Loc No.:

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

Revised 7/2025

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/03/2026

Report No: 8.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2026-07 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 10, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances - \$96,403,576

Revenues - \$2,369,920 increase

Expenditures - \$2,422,720 Increase

Transfers In - \$2,800 change

Transfers Out - \$2,800 change

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2025-2026 budget on July 30, 2025. Resolution 2026-07 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

RESOLUTION NO. 2026-07

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2025-2026.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written final approval to the City of Alamogordo, New Mexico's annual preliminary budget on June 30, 2025, for fiscal year 2025-2026; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated the additional resources and expenditures for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2025-2026 be and hereby is revised as of March 10, 2026, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2025-2026.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on March 10, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2025-2026.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 10th day of March 2026.

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

By: _____
Sharon McDonald, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2025-2026**

1/12TH REQ RSRV
2,010,672
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
982,087

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	10,793,460	30,769,897	2,678,063	16,651,858	(13,973,795)	24,128,058	3,461,504	2,479,417	982,087
12	INTERNAL SERVICE FUND	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		\$90,533
15	CORRECTIONS-JAIL	53,672	42,000	62,500	0	62,500	157,781	391		\$391
16	LODGER'S TAX-PROMOTIONAL FUND	28,217	0	275,000	0	275,000	302,525	692		\$692
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	39,730	0	0	0	0	0	39,730		\$39,730
20	LODGER'S TAX-CITY	52,739	33,025	484,361	0	484,361	568,892	1,233		\$1,233
21	D.A.R.E. DONATIONS FUND	9,417	1,350	50,000	0	50,000	60,767	(0)		(\$0)
24	GRANT CAPITAL IMPROVEMENT	(0)	10,900,384	2,895,173	0	2,895,173	12,320,121	1,475,436		\$1,475,436
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000	0	535,000	541,156	1,844		\$1,844
28	POLICE CONTINGENCY	71,295	1,820	0	0	0	10,000	63,115		\$63,115
31	CEMETERY-PERPETUAL CARE	856,809	39,016	0	42,735	(42,735)	0	853,090		\$853,090
32	COMMUNITY SERVICES	3,687	737,879	6,588,407	0	6,588,407	7,326,999	2,974		\$2,974
33	FIRE PROTECTION	2,187,055	1,196,388	0	0	0	3,383,398	45		\$45
35	HIDTA GRANT FUND	0	20,200	0	0	0	20,200	0		\$0
36	LAW ENFORCEMENT FUND	75,399	167,000	0	0	0	242,399	0		\$0
37	STATE HIGHWAY FUND	164,736	33,395	0	0	0	7,920	190,211		\$190,211
38	TRAFFIC SAFETY FUND	96,610	16,628	0	0	0	86,058	27,180		\$27,180
39	STATE JUDICIAL	17,876	20,000	0	0	0	20,000	17,876		\$17,876
42	1984 GROSS RECEIPTS TAX	2,684,010	2,621,431	0	3,156,706	(3,156,706)	44,206	2,104,529	252,119	\$1,852,410
44	TRANSPORTATION FUND	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		\$38,088
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
49	1986 GROSS RECEIPTS TAX	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,149,699	3,292,725	268,391	\$3,024,334
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
53	GENERAL OBLIGATION	1,107,017	1,298,051	0	0	0	1,255,070	1,149,998	557,029	\$592,969
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,431	0	9,431	9,431	20,950		\$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	267,593	0	267,593	267,593	0		\$0
59	REVENUE BOND P & I FUND	0	0	2,427,668	0	2,427,668	2,427,668	0		\$0
61	MUNICIPAL INFRASTRUCTURE .0625%	2,788,565	702,890	0	1,435,554	(1,435,554)	11,052	2,044,849		\$2,044,849
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		\$909
69	1994 GROSS RECEIPTS	5,860,986	2,673,776	0	2,083,919	(2,083,919)	44,206	6,406,637	553,051	\$5,853,586
71	ALAMO SENIOR CENTER	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		\$1,900
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	30,269	96,154		\$96,154
75	RETIRED & SENIOR VOL. PROGRAM	6,434	92,057	41,990	0	41,990	136,336	4,145		\$4,145
81	WATER/SEWER OPERATING	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	54,671,507	8,557,538	3,504,403	\$5,053,135
82	98 JT WATER/SEWER BOND P&I	43,131	0	3,383,045	0	3,383,045	3,383,045	43,131		\$43,131
86	SOLID WASTE COLLECTION SYS.	1,539,752	2,592,809	0	98,694	(98,694)	2,787,352	1,246,515	178,583	\$1,067,932
88	BONITO CAMPGROUND	457,453	11,590	0	0	0	237,827	231,216		\$231,216
89	ESGRT .0625%	2,394,896	700,153	0	1,000,000	(1,000,000)	635,052	1,459,997		\$1,459,997
90	GOLF COURSE	1,478	1,412,025	878,544	0	878,544	2,289,380	2,667		\$2,667

**ALL FUNDS SUMMARY
BUDGET 2025-2026**

1/12TH REQ RSRV
2,010,672
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
982,087

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	0	1,328,407	240,890	0	240,890	1,186,626	382,671		\$382,671
94	OTERO GREENTREE REG LANDFILL	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003		\$2,416,003
96	SELF-INSURED FUND	228,046	57,075	0	0	0	127,868	157,253		\$157,253
98	PAYROLL CLEARING	244,581	0	0	0	0	0	244,581		\$244,581
104	UTILITY DEPOSITS	721,997	0	0	0	0	0	721,997		\$721,997
105	ECONOMIC DEVELOPMENT	3,994,847	50,000	0	385,000	(385,000)	2,725,000	934,847		\$934,847
107	SELF INSURED/LIABILITY	891,276	22,484	0	0	0	450,000	463,760		\$463,760
109	2004 GRT CAPITAL OUTLAY	19,728,390	5,583,051	0	2,378,050	(2,378,050)	9,416,074	13,517,317	534,452	\$12,982,865
114	SIDEWALKS REVOLVING LOANS	948	0	0	0	0	0	948		\$948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	36,124	3,401	0	0	0	21,474	18,051		\$18,051
121	2015 GO BONDS-FUN CENTER	97,257	3,029	0	0	0	0	100,286		\$100,286
122	2015 GO BONDS-STREETS	188,457	5,869	0	0	0	0	194,326		\$194,326
124	AMERICAN RESCUE PLAN ACT	2,613,888	165,228	0	0	0	2,206,062	573,054		\$573,054
125	CANNABIS GRT	301,796	290,534	0	500,000	(500,000)	15,637	76,693		\$76,693
126	OPOID FUNDS	0	342,663	814,615	100,545	714,070	0	1,056,733		\$1,056,733
127	QUALITY OF LIFE CAPITAL	4,399,550	1,354,145	0	0	0	4,022,104	1,731,591		\$1,731,591
TOTALS FY2026		96,403,577	117,534,227	37,127,285	37,127,285	0	158,325,244	55,612,560	8,327,445	47,285,115

ALL FUNDS SUMMARY

BUDGET 2025-2026

1/12TH REQ RSRV
2,010,672
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
982,087

FY26 BUDGET - RESOLUTION 2026-07 (#8) March 10, 2026

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	10,793,460	30,769,897	2,678,063	16,651,858	(13,973,795)	24,128,058	3,461,504	2,479,417	982,087
	Total Revised Fund 11	10,793,460	30,769,897	2,678,063	16,651,858	(13,973,795)	24,128,058	3,461,504	2,479,417	982,087
12	INTERNAL SERVICE FUND	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		90,533
	Total Revised Fund 12	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		90,533
15	CORRECTIONS-JAIL	53,672	42,000	62,500	0	62,500	157,781	391		391
	Total Revised Fund 15	53,672	42,000	62,500	0	62,500	157,781	391		391
16	LODGER'S TAX-PROMOTIONAL FUND	28,217	0	275,000	0	275,000	302,525	692		692
	Total Revised Fund 16	28,217	0	275,000	0	275,000	302,525	692		692
17	POLICE COURT BOND	8,638				0		8,638		8,638
	Total Revised Fund 17	8,638	0	0	0	0	0	8,638		8,638
19	COURT AUTOMATION FUND	39,730				0		39,730		39,730
	Total Revised Fund 19	39,730	0	0	0	0	0	39,730		39,730
20	LODGER'S TAX-CITY	52,739	33,025	484,361	0	484,361	568,892	1,233		1,233
	Total Revised Fund 20	52,739	33,025	484,361	0	484,361	568,892	1,233		1,233
21	D.A.R.E. DONATIONS FUND	9,417	1,350	50,000	0	50,000	60,767	(0)		(0)
	Total Revised Fund 21	9,417	1,350	50,000	0	50,000	60,767	(0)		(0)
24	GRANT CAPITAL IMPROVEMENT	(0)	8,476,464	2,895,173	0	2,895,173	9,896,201	1,475,436		1,475,436
	#2026-309 Library North Patio		125,000			0	125,000	0		0
	#2026-866 STEP Grant		22,720			0	22,720	0		0
	#2026-1140 Dudley Playground		147,000			0	147,000	0		0
	#2026-1187 Bear Enclosure		400,000			0	400,000	0		0
	#2026-147 Multiple State Grants		1,729,200			0	1,729,200	0		0
	Total Revised Fund 24	(0)	10,900,384	2,895,173	0	2,895,173	12,320,121	1,475,436		1,475,436
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000		535,000	541,156	1,844		1,844
	Total Revised Fund 27	0	8,000	535,000	0	535,000	541,156	1,844		1,844
28	POLICE CONTINGENCY	71,295	1,820			0	10,000	63,115		63,115
	Total Revised Fund 28	71,295	1,820	0	0	0	10,000	63,115		63,115
31	CEMETERY-PERPETUAL CARE	856,809	39,016	0	42,735	(42,735)		853,090		853,090
	Total Revised Fund 31	856,809	39,016	0	42,735	(42,735)	0	853,090		853,090
32	COMMUNITY SERVICES	3,687	737,879	6,588,407	0	6,588,407	7,326,999	2,974		2,974
	Total Revised Fund 32	3,687	737,879	6,588,407	0	6,588,407	7,326,999	2,974		2,974
33	FIRE PROTECTION	2,187,055	1,196,388			0	3,383,398	45		45
	Total Revised Fund 33	2,187,055	1,196,388	0	0	0	3,383,398	45	0	45

35	HIDTA GRANT FUND	0	20,200			0	20,200	0		0
	Total Revised Fund 35	0	20,200	0	0	0	20,200	0		0
36	LAW ENFORCEMENT FUND	75,399	167,000	0	0	0	242,399	0		0
	Total Revised Fund 36	75,399	167,000	0	0	0	242,399	0		0
37	STATE HIGHWAY FUND	164,736	33,395			0	7,920	190,211		190,211
	Total Revised Fund 37	164,736	33,395	0	0	0	7,920	190,211		190,211
38	TRAFFIC SAFETY FUND	96,610	16,628	0	0	0	86,058	27,180		27,180
	Total Revised Fund 38	96,610	16,628	0	0	0	86,058	27,180		27,180
39	STATE JUDICIAL	17,876	20,000			0	20,000	17,876		17,876
	Total Revised Fund 39	17,876	20,000	0	0	0	20,000	17,876		17,876
42	1984 GROSS RECEIPTS TAX	2,684,010	2,621,431	0	3,156,706	(3,156,706)	44,206	2,104,529	252,119	1,852,410
	Total Revised Fund 42	2,684,010	2,621,431	0	3,156,706	(3,156,706)	44,206	2,104,529	252,119	1,852,410
44	TRANSPORTATION FUND	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		38,088
	Total Revised Fund 44	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		38,088
48	NEW MEXICO C.D.B.G.	0				0		0		0
	Total Revised Fund 48	0	0	0	0	0	0	0		0
49	1986 GROSS RECEIPTS TAX	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,149,699	3,292,725	268,391	3,024,334
	Total Revised Fund 49	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,149,699	3,292,725	268,391	3,024,334
50	PROPERTY ACQUISITION	85,010	0			0	0	85,010		85,010
	Total Revised Fund 50	85,010	0	0	0	0	0	85,010		85,010
53	GENERAL OBLIGATION	1,107,017	1,298,051			0	1,255,070	1,149,998	557,029	592,969
	Total Revised Fund 53	1,107,017	1,298,051	0	0	0	1,255,070	1,149,998	557,029	592,969
54	REVERSE OSMOSIS PROJECT RSV	20,950		9,431		9,431	9,431	20,950		20,950
	Total Revised Fund 54	20,950	0	9,431	0	9,431	9,431	20,950		20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0		0
	#2026-1672 Purchase Property			2,800		2,800	2,800	0		0
	Total Revised Fund 56	0	0	267,593	0	267,593	267,593	0		0
59	REVENUE BOND P & I FUND	0		2,427,668		2,427,668	2,427,668	0		0
	Total Revised Fund 59	0	0	2,427,668	0	2,427,668	2,427,668	0		0
61	MUNICIPAL INFRASTRUCTURE .0625%	2,788,565	702,890	0	1,432,754	(1,432,754)	11,052	2,047,649		2,047,649
	#2026-1672 Purchase Property				2,800	(2,800)		(2,800)		(2,800)
	Total Revised Fund 61	2,788,565	702,890	0	1,435,554	(1,435,554)	11,052	2,044,849		2,044,849
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		909
	Total Revised Fund 63	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		909
69	1994 GROSS RECEIPTS	5,860,986	2,673,776	0	2,083,919	(2,083,919)	44,206	6,406,637	553,051	5,853,586
	Total Revised Fund 69	5,860,986	2,673,776	0	2,083,919	(2,083,919)	44,206	6,406,637	553,051	5,853,586
71	ALAMO SENIOR CENTER	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		1,900
	Total Revised Fund 71	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		1,900
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	30,269	96,154		96,154
	Total Revised Fund 74	116,405	10,018	0	0	0	30,269	96,154		96,154
75	RETIRED & SENIOR VOL. PROGRAM	6,434	146,057	41,990	0	41,990	190,336	4,145		4,145
	#2026-320 SCP Change		(18,000)			0	(18,000)	0		0
	#2026-322 CCP Change		(9,000)			0	(9,000)	0		0
	#2026-323 FGP Change		(27,000)			0	(27,000)	0		0
	Total Revised Fund 75	6,434	92,057	41,990	0	41,990	136,336	4,145		4,145
81	WATER/SEWER OPERATING	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	54,621,507	8,607,538	3,504,403	5,103,135
	#2026-1636 Additional Electrical					0	50,000	(50,000)		(50,000)
	Total Revised Fund 81	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	54,671,507	8,557,538	3,504,403	5,053,135

82	98 JT WATER/SEWER BOND P&I	43,131		3,383,045		3,383,045	3,383,045	43,131		43,131
	Total Revised Fund 82	43,131	0	3,383,045	0	3,383,045	3,383,045	43,131	0	43,131
86	SOLID WASTE COLLECTION SYS.	1,539,752	2,592,809	0	98,694	(98,694)	2,787,352	1,246,515	178,583	1,067,932
	Total Revised Fund 86	1,539,752	2,592,809	0	98,694	(98,694)	2,787,352	1,246,515	178,583	1,067,932
88	BONITO CAMPGROUND	457,453	11,590	0	0	0	237,827	231,216		231,216
	Total Revised Fund 88	457,453	11,590	0	0	0	237,827	231,216	0	231,216
89	ESGRT .0625%	2,394,896	700,153	0	1,000,000	(1,000,000)	635,052	1,459,997		1,459,997
	Total Revised Fund 89	2,394,896	700,153	0	1,000,000	(1,000,000)	635,052	1,459,997	0	1,459,997
90	GOLF COURSE	1,478	1,412,025	878,544	0	878,544	2,289,380	2,667		2,667
	Total Revised Fund 90	1,478	1,412,025	878,544	0	878,544	2,289,380	2,667	0	2,667
91	AIRPORT	0	1,328,407	240,890	0	240,890	1,186,626	382,671		382,671
	Total Revised Fund 91	0	1,328,407	240,890	0	240,890	1,186,626	382,671	0	382,671
94	OTERO GREENTREE REG LANDFILL	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003		2,416,003
	Total Revised Fund 94	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003	0	2,416,003
96	SELF-INSURED FUND	228,046	57,075			0	127,868	157,253		157,253
	Total Revised Fund 96	228,046	57,075	0	0	0	127,868	157,253	0	157,253
98	PAYROLL CLEARING	244,581				0		244,581		244,581
	Total Revised Fund 98	244,581	0	0	0	0	0	244,581	0	244,581
104	UTILITY DEPOSITS	721,997				0		721,997		721,997
	Total Revised Fund 104	721,997	0	0	0	0	0	721,997	0	721,997
105	ECONOMIC DEVELOPMENT	3,994,847	50,000		385,000	(385,000)	2,725,000	934,847		934,847
	Total Revised Fund 105	3,994,847	50,000	0	385,000	(385,000)	2,725,000	934,847	0	934,847
107	SELF INSURED/LIABILITY	891,276	22,484			0	450,000	463,760		463,760
	Total Revised Fund 107	891,276	22,484	0	0	0	450,000	463,760	0	463,760
109	2004 GRT CAPITAL OUTLAY	19,728,390	5,583,051	0	2,378,050	(2,378,050)	9,416,074	13,517,317	534,452	12,982,865
	Total Revised Fund 109	19,728,390	5,583,051	0	2,378,050	(2,378,050)	9,416,074	13,517,317	534,452	12,982,865
114	SIDEWALKS REVOLVING LOANS	948				0		948		948
	Total Revised Fund 114	948	0	0	0	0	0	948	0	948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 114	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	36,124	3,401	0	0	0	21,474	18,051		18,051
	Total Revised Fund 119	36,124	3,401	0	0	0	21,474	18,051	0	18,051
121	2015 GO BONDS-FUN CENTER	97,257	3,029			0		100,286		100,286
	Total Revised Fund 121	97,257	3,029	0	0	0	0	100,286	0	100,286
122	2015 GO BONDS-STREETS	188,457	5,869					194,326		194,326
	Total Revised Fund 122	188,457	5,869	0	0	0	0	194,326	0	194,326
124	AMERICAN RESCUE PLAN ACT	2,613,888	165,228	0	0	0	2,206,062	573,054		573,054
	Total Revised Fund 124	2,613,888	165,228	0	0	0	2,206,062	573,054	0	573,054
125	CANNABIS GRT	301,796	290,534	0	500,000	(500,000)	15,637	76,693		76,693
	Total Revised Fund 125	301,796	290,534	0	500,000	(500,000)	15,637	76,693	0	76,693
126	OPOID FUNDS	0	342,663	814,615	100,545	714,070		1,056,733		1,056,733
	Total Revised Fund 126	0	342,663	814,615	100,545	714,070	0	1,056,733	0	1,056,733
127	QUALITY OF LIFE CAPITAL	4,399,550	1,354,145			0	4,022,104	1,731,591		1,731,591
	Total Revised Fund 127	4,399,550	1,354,145	0	0	0	4,022,104	1,731,591	0	1,731,591
		0	0			0		0		0
		0	0	0	0	0	0	0		0
TOTALS FY2026		96,403,577	117,534,227	37,127,285	37,127,285	0	158,325,244	55,612,560	8,327,445	47,285,115

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2026	8	309								
BUA	024.000.0000.0000.40702.	02/04/2026	LI2509		N Patio		GRANTS-STATE	5		125,000.00
							Grant I3030 Received			
							The City received Legislative Grant No. I3030 to plan, design, and construct improvements to the Library's North Patio.			
							[2026-02-04 13:00:10 deborah.osborne]:			
BUA	024.000.0000.0000.57006.	02/04/2026	LI2509		N Patio		CAPITAL-BUILDING IMPROVEMENT	5	125,000.00	
							Grant I3030 Received			
							The City received Legislative Grant No. I3030 to plan, design, and construct improvements to the Library's North Patio.			
							[2026-02-04 13:00:25 deborah.osborne]:			
									.00	.00
BUA	024.000.0000.0000.30301.	02/04/2026	LI2509		N Patio		APPROPRIATIONS			125,000.00
BUA	024.000.0000.0000.30303.	02/04/2026	LI2509		N Patio		ESTIMATED REVENUE		125,000.00	
							SYSTEM GENERATED ENTRIES TOTAL		125,000.00	125,000.00
							JOURNAL 2026/08/309 TOTAL		125,000.00	125,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2026	8	320									
BUA	075.000.0000.0000.40715.							GRANTS-SCP STATE	5	18,000.00	
	02/04/2026	SCP AMEND	SCP AM					T DECREASE - MID YEAR CONTRACT			
								ALTSD MID-YEAR CONTRACT AMENDMENT - PROGRAM NOT PROJECTED TO MEET UNITS OF SERVICE FOR THE SENIOR COMPANION PROGRAM (SCP).			
[2026-02-04 14:02:36 magdalena.morales]:											
BUA	075.300.8020.0000.54506.							SERVICES-ADVERTISING	5		2,000.00
	02/04/2026	SCP AMEND	SCP AM					T DECREASE - MID YEAR CONTRACT			
BUA	075.300.8020.0000.54510.							SERVICES-VOLUNTEER	5		13,500.00
	02/04/2026	SCP AMEND	SCP AM					T DECREASE - MID YEAR CONTRACT			
BUA	075.300.8020.0000.56018.							OTHER-MEAL REIMBURSEMENTS	5		1,500.00
	02/04/2026	SCP AMEND	SCP AM					T DECREASE - MID YEAR CONTRACT			
BUA	075.300.8020.0000.56016.							OTHER-VOLUNTEER TRAVEL	5		1,000.00
	02/04/2026	SCP AMEND	SCP AM					T DECREASE - MID YEAR CONTRACT			
										.00	.00
BUA	075.000.0000.0000.30301.							APPROPRIATIONS		18,000.00	
	02/04/2026	SCP AMEND	SCP AM								
BUA	075.000.0000.0000.30303.							ESTIMATED REVENUE			18,000.00
	02/04/2026	SCP AMEND	SCP AM								
								SYSTEM GENERATED ENTRIES TOTAL		18,000.00	18,000.00
								JOURNAL 2026/08/320 TOTAL		18,000.00	18,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
			EFF	DATE						LINE	DESC				
2026	8	323													
BUA	075.000.0000.0000.40716.										GRANTS-FGP STATE		5	27,000.00	
	02/04/2026	FGP AMEND	FGP AM								T DECREASE - MID YEAR AMENDMENT				
	MID-YEAR AMENDMENT - NOT PROJECTED TO MEET UNITS OF SERVICES FOR FOSTER GRANDPARENT PROGRAM.														
[2026-02-04 14:20:04 magdalena.morales]:															
BUA	075.300.8020.0000.54506.										SERVICES-ADVERTISING		5		2,500.00
	02/04/2026	FGP AMEND	FGP AM								T DECREASE - MID YEAR AMENDMENT				
BUA	075.300.8020.0000.54510.										SERVICES-VOLUNTEER		5		19,500.00
	02/04/2026	FGP AMEND	FGP AM								T DECREASE - MID YEAR AMENDMENT				
BUA	075.300.8020.0000.56016.										OTHER-VOLUNTEER TRAVEL		5		2,500.00
	02/04/2026	FGP AMEND	FGP AM								T DECREASE - MID YEAR AMENDMENT				
BUA	075.300.8020.0000.56018.										OTHER-MEAL REIMBURSEMENTS		5		2,500.00
	02/04/2026	FGP AMEND	FGP AM								T DECREASE - MID YEAR AMENDMENT				
														.00	.00
BUA	075.000.0000.0000.30301.										APPROPRIATIONS			27,000.00	
	02/04/2026	FGP AMEND	FGP AM												
BUA	075.000.0000.0000.30303.										ESTIMATED REVENUE				27,000.00
	02/04/2026	FGP AMEND	FGP AM												
SYSTEM GENERATED ENTRIES TOTAL														27,000.00	27,000.00
JOURNAL 2026/08/323												TOTAL	27,000.00	27,000.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT		
2026	8	866	BUA 024.400.4642.0000.40702.	02/10/2026	STEP Grant	021026			GRANTS-STATE ENDWI GRANT	T	5		9,672.00		
[2026-02-10 16:29:28 teresa.guiterrez]:															
ENDWI PROGRAM FUNDS OVERTIME DWI CHECKPOINT AND DWI DIRECTED PATROL PROGRAMS; BKLUP PROGRAM FUNDS OVERTIME TO CONDUCT SAFETY BELT AND CHILD RESTRAINT SEAT USE ACTIVITIES; STEP PROVIDES FUNDING FOR SUSTAINED ENFORCEMENT PROGRAM TO TARGET SPECIFIC TRAFFIC PROBLEMS															
BUA	024.400.4642.0000.40702.		02/10/2026	STEP Grant	021026				GRANTS-STATE BKLUP GRANT	T	5		4,988.00		
BUA	024.400.4642.0000.40702.		02/10/2026	STEP Grant	021026				GRANTS-STATE STEP GRANT	T	5		8,060.00		
BUA	024.400.4642.0000.52004.		02/10/2026	STEP Grant	021026				SALARIES-OVERTIME OVERTIME	T	5	22,720.00			
												.00	.00		
BUA 024.000.0000.0000.30301.															22,720.00
02/10/2026 STEP Grant 021026															
BUA 024.000.0000.0000.30303.															
02/10/2026 STEP Grant 021026															
SYSTEM GENERATED ENTRIES TOTAL												22,720.00	22,720.00		
JOURNAL 2026/08/866 TOTAL												22,720.00	22,720.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2026	8	1140								
BUA	024.000.0000.0000.40702.	02/13/2026	Dudley PG		Dudley		GRANTS-STATE DUDLEY PLAYGROUND	5		147,000.00
A capital outlay grant was received in the amount of \$147,000 to construct a playground at Dudley Community Center.										
[2026-02-13 16:09:01 deborah.osborne]:										
BUA	024.000.0000.0000.57006.	02/13/2026	Dudley PG		Dudley		CAPITAL-BUILDING IMPROVEMENT DUDLEY PLAYGROUND	5	147,000.00	
A capital outlay grant was received in the amount of \$147,000 to construct a playground at Dudley Community Center.										
[2026-02-13 16:09:15 deborah.osborne]:										
									.00	.00
BUA	024.000.0000.0000.30301.	02/13/2026	Dudley PG		Dudley		APPROPRIATIONS			147,000.00
BUA	024.000.0000.0000.30303.	02/13/2026	Dudley PG		Dudley		ESTIMATED REVENUE		147,000.00	
SYSTEM GENERATED ENTRIES TOTAL									147,000.00	147,000.00
JOURNAL 2026/08/1140 TOTAL									147,000.00	147,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
2026	8	1187													
BUA	024.000.0000.0000.40702.									GRANTS-STATE			5		400,000.00
	02/13/2026	Bear Enc								Capital outlay grant for bear		T			
BUA	024.000.0000.0000.57006.									CAPITAL-BUILDING IMPROVEMENT			5	400,000.00	
	02/13/2026	Bear Enc								Capital outlay grant for bear		T			
														.00	.00
BUA	024.000.0000.0000.30301.									APPROPRIATIONS					400,000.00
	02/13/2026	Bear Enc													
BUA	024.000.0000.0000.30303.									ESTIMATED REVENUE				400,000.00	
	02/13/2026	Bear Enc													
										SYSTEM GENERATED ENTRIES TOTAL				400,000.00	400,000.00
										JOURNAL 2026/08/1187 TOTAL				400,000.00	400,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2026 8	1636								
BUA 081.600.5703.0000.53025.	02/20/2026	GFTOMAIN	GF	MAIN		SUPPLIES-MAINTENANCE	5	50,000.00	
Due to unexpected electrical maintenance costs across the system, increased prices of tariffed materials, and overall rising costs, this line was short. This money is being requested to continue repair and maintenance projects across the water production system for the remainder of the fiscal year. This increase in materials has been budgeted accordingly for FY27.									
[2026-02-20 13:12:58 chantel.bakersmith]:								.00	.00
BUA 081.000.0000.0000.30301.	02/20/2026	GFTOMAIN	GF	MAIN		APPROPRIATIONS			50,000.00
BUA 081.000.0000.0000.30302.	02/20/2026	GFTOMAIN	GF	MAIN		BUDGET FUND BAL - UNRESERVED		50,000.00	
SYSTEM GENERATED ENTRIES TOTAL								50,000.00	50,000.00
JOURNAL 2026/08/1636 TOTAL								50,000.00	50,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2026	8	1672	BUA 056.000.0000.0000.57001.	02/21/2026	Property	EAH146			CAPITAL-PROPERTY ACQUISITION Purchase property	5	2,800.00	
[2026-02-21 16:24:56 evelyn.huff]: Parcel R023917 S:16 T:16 was purchased by Kent Taylor in a tax auction. Mr. Taylor informed the city that a most of the property is taken up by the top of the Mckinley channel. Upon investigation, the city determined this piece of property was not purchased as part of the project and should have been. This purchase was approved by the City Commission.												
BUA	056.000.0000.0000.49061.	02/21/2026	Property	EAH146					TRAN FR (61) '91 GRT INF. Purchase property	5		2,800.00
BUA	061.000.0000.0000.59056.	02/21/2026	Property	EAH146					TRAN TO (56) FLOOD CTRL Purchase property	5	2,800.00	
											.00	.00
BUA	056.000.0000.0000.30301.	02/21/2026	Property	EAH146					APPROPRIATIONS			2,800.00
BUA	061.000.0000.0000.30301.	02/21/2026	Property	EAH146					APPROPRIATIONS			2,800.00
BUA	056.000.0000.0000.30303.	02/21/2026	Property	EAH146					ESTIMATED REVENUE		2,800.00	
BUA	061.000.0000.0000.30302.	02/21/2026	Property	EAH146					BUDGET FUND BAL - UNRESERVED		2,800.00	
SYSTEM GENERATED ENTRIES TOTAL											5,600.00	5,600.00
JOURNAL 2026/08/1672 TOTAL											5,600.00	5,600.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
2026	9	143	024.000.0000.0000.57033.							CAPITAL-INFRASTRUCTURE	5		120,000.00	
			03/03/2026 State Fund EAH147							Purchase & Install Columbarium				
			[2026-03-03 18:42:21 evelyn.huff]:											
			This revision is for the state legislature awards from the 2025 session (Grants 25-J3066, 25-J3067 and 25-J3068). These will fund											
			- Purchase and installation of a columbarium at the cemetery											
			- Improvements to the old Girl Scout hut now used by the recreation center											
			- Purchase of body cams and dashboard cams for the police department											
BUA	024.000.0000.0000.40702.		03/03/2026 State Fund EAH147							GRANTS-STATE	5			120,000.00
			03/03/2026 State Fund EAH147							Purchase & Install Columbarium				
BUA	024.000.0000.0000.57006.		03/03/2026 State Fund EAH147							CAPITAL-BUILDING IMPROVEMENT	5		544,500.00	
			03/03/2026 State Fund EAH147							Improve Old Girl Scout Hut				
BUA	024.000.0000.0000.40702.		03/03/2026 State Fund EAH147							GRANTS-STATE	5			544,500.00
			03/03/2026 State Fund EAH147							Improve Old Girl Scout Hut				
BUA	024.000.0000.0000.57011.		03/03/2026 State Fund EAH147							CAPITAL-EQUIPMENT	5		1,064,700.00	
			03/03/2026 State Fund EAH147							Police Equipment				
BUA	024.000.0000.0000.40702.		03/03/2026 State Fund EAH147							GRANTS-STATE	5			1,064,700.00
			03/03/2026 State Fund EAH147							Police Equipment				
													.00	.00
BUA	024.000.0000.0000.30301.		03/03/2026 State Fund EAH147							APPROPRIATIONS				1,729,200.00
			03/03/2026 State Fund EAH147							ESTIMATED REVENUE			1,729,200.00	
			03/03/2026 State Fund EAH147											
										SYSTEM GENERATED ENTRIES TOTAL			1,729,200.00	1,729,200.00
										JOURNAL 2026/09/143 TOTAL			1,729,200.00	1,729,200.00

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/04/2026

Report No: 9.

Submitted By: Candice Gebhardt

Subject: Consider, and act upon, Resolution No. 2026-08, authorizing the Submission of an Application to the New Mexico Department of Transportation Project Fund for the South Florida Avenue Construction and Construction Management Project (Panorama Boulevard to 1st Street) for the FY2026 Funding Cycle. *(Jimmy Vargas, Public Works Director)* **(Roll Call Vote Required)**

Fiscal Impact: 5% match for NMDOT Grant - \$50,000.00

Amount Budgeted: \$0.00

Fund: 109.500.9003.0000.54520.

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background:

It is requested by City of Alamogordo, acting by its Commission, requests \$1,000,000.00 to be funded in proportional share by NMDOT and the City of Alamogordo hereto as follows:

1. New Mexico Department of Transportation's share shall be 95% or \$950,000.00;
2. The City of Alamogordo's proportional matching share shall be 5% or \$50,000.00;

RESOLUTION NO. 2026-08

**AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE 2026-2027 NEW
MEXICO DEPARTMENT OF TRANSPORTATION'S (NMDOT) TRANSPORTATION
PROJECT FUND (TPF)**

WHEREAS, the City of Alamogordo proposes to perform roadway maintenance on South Florida Avenue from Panorama Boulevard to 1st Street, totaling 0.95 miles.; and,

WHEREAS, the asphalt roadway along this corridor has deteriorated and become problematic for motorists and residents, particularly during rain, snow, or other wet weather events when surface failures occur, requiring ongoing patching and maintenance; and,

WHEREAS, an evaluation of the corridor has determined that the underlying utilities and subsurface infrastructure are in adequate condition and do not require replacement at this time; and,

WHEREAS, the City of Alamogordo, acting through its governing body, hereby requests funding in the total amount of \$1,000,000.00, to be funded on a proportional basis as follows:

- a) The New Mexico Department of Transportation shall provide ninety-five percent (95%), in an amount not to exceed \$950,000.00; and;
- b) The City of Alamogordo shall provide a five percent (5%) local match, in an amount not to exceed \$50,000.00; and

WHEREAS, the City of Alamogordo hereby assures and certifies that it shall comply with all applicable regulations, policies, guidelines, funding match requirements, and any other conditions associated with the acceptance and administration of New Mexico Department of Transportation (NMDOT) Transportation Project Funds; and

WHEREAS, the New Mexico Department of Transportation requests as part of the application procedure the passage and submittal of a local government resolution of support for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO THAT, The City hereby authorizes and supports the submission of an application to the New Mexico Department of Transportation for the South Florida Avenue Construction and Construction Management Project under the FY26 funding cycle, in accordance with all applicable program requirements.

PASSED, APPROVED AND ADOPTED 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:

Darrell Mori, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/05/2026

Report No: 10.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, appointing a board member and alternate to the Southeast Regional Transportation Planning Organization (SERPTO). (*Rachel Hughs, City Clerk*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appointments to the board.

Background:

The Southeast regional Transportation Planning Organization (SERPTO) is asking for the appointment of a board member and alternate for the next two years.

SERTPO is a transportation planning committee composed of local elected officials and/or local government staff that meets approximately quarterly. The group has meetings rotated around the SERTPO region (Chaves, Curry, De Baca, Eddy, Lea, Lincoln, Otero and Roosevelt counties). The region is the same as NMDOT District 2. Each municipality designates representatives/alternates, much like the COG. The representatives are often times, local officials, grant writers, public works staff, etc. During the year, the group will rate projects for public transportation (Z-Trans is in your area) and for the Transportation Project Fund (TPF), a state-funded program.

The Mayor receives emails when an appointment to the Committee for the Representative for the City of Alamogordo is needed. The Representative position became vacant when former City Planner Stella Rael, retired this past summer. Due to staffing issues, it has remained vacant. When a vacancy occurs, the member reverts to the Mayor until someone is appointed. Commissioner Mark Tapley currently serves as the Alternate.

NMDOT District 2 always attends SERTPO meetings. It benefits the City to stay abreast of what's going on in transportation, and having District 2 would be helpful if there is a need to visit with them on any issues. District 2 keeps members informed on the Local Government Road Fund (LGRF) and more.

Below is the schedule they have been following.

May 2026 meeting - Ruidoso March 2026 meeting – Clovis

December 2025 meeting – Roswell

October 2025 meeting – Carlsbad

August 2025 meeting – Lovington
May 2025 meeting – Ruidoso
April 2025 meeting - Vaughn

Attached is the list of our region to give you an idea of SERTPO's current representation.

SERTPO COMMITTEE

Southeast RTPO Committee Membership

Chairman

Jeff Honeycutt, Lincoln County

Vice-Chairman

Joe Jarvis, City of Ruidoso Downs

SNMEDD Jurisdiction

Entity

Member Representatives

Alternates

Chaves County

Chaves County

Joe West, Road Director

Alex Palomino, Public Services Dir

Dexter

Justin Powell, Fire Chief

Adolpho Torres, Maint. Supervisor

Hagerman

Dan Jennings, Councilor

Tony Garcia, Mayor

Lake Arthur

Armin Grado Jr., Mayor

Debra Sallee, Town Clerk

Roswell

James MacCornack, Eng & Inf Dir

Frank Rincon, Street Supervisor

Eddy County

Eddy County

Hazer Archer, Public Works Dir

Norma Aniles, Grants Admin

Artesia

Summer Valverde, City Clerk

Byron Landfair, Infrastructure Dir

Carlsbad

Angie Barrios-Testa, Grants Dir

Justin Ramos, Street Supt

Hope

Rudy Sales, Public Works Dir

Sonia Carbajal, Village Clerk

Loving

Jackie Lee Onsurez, Councilor

Manuel Garza, Village Clerk

Lea County

Lea County

John Portulano, County Planner

Marvin Sanchez, Road Supt

Eunice

Candy Brito, City Clerk

Imelda Ruvalcaba, Project Mgr

Hobbs

Anthony Henry, City Engineer

Todd Randall, Asst City Manager

Jal

Van Myrick, Public Works Dir

Wes Hooper, City Manager

Lovington

Crystal Ball, P&Z Administrator

Kate Avery, P&Z Coordinator

Tatum

Joe Kalisek, Councilor

Joe Garcia, Public Works Director

Lincoln County

Lincoln County

Samantha Serna, Commissioner

Jeff Honeycutt, Road Supt

Capitan

Minerva Davalos, Mayor

Eddie Sedillo, Trustee

Carrizozo

Bob Hemphill, Mayor

Jesse Samora, Mayor Pro Tem

Corona

Sam Seely, Mayor

—

Ruidoso

Levi Beaty, Public Works Director

Joshua Long, Asst Public Wrks Dir

Ruidoso Downs

Joe Jarvis, Public Works Director

Israel Chavez, Asst Public Wrks Dir

Otero County

Otero County

Tom Porter, Road Superintendent

Pablo Jimenez, Grant Writer

Alamogordo

Sharon McDonald, Mayor*

Mark Tapley, City Commissioner

Cloudcroft

Gerald Wiley, Mayor*

Joe John Carrizal, Public Works Dir

Tularosa

Mark Garwood, Trustee

Manuel Brusuelas, Trustee

Mescalero Apache Tribe

Christopher Little, Public Works

Damian Morgan, Utility Manager



OFFICIAL SERTPO COMMITTEE MEMBER(S) CONFIRMATION

As **Mayor** of the **City of Alamogordo**, I hereby appoint the following individual(s) as Representative/
Alternate to the [Southeast Regional Transportation Planning Organization \(SERTPO\)](#):

SERTPO Committee Representative (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

SERTPO Committee Alternate (Full Name): _____

Title: _____

Contact Telephone (Business/Home): _____

Mailing Address (PO Box/Street Address): _____

City/State/Zip Code: _____

E-Mail Address: _____

SERTPO Committee Member Representatives are the principal officials, or their designated alternates, representing the municipal, county and tribal governments. The Committee provides policy guidance in the development of SERTPO activities and takes all official actions. The SERTPO Committee reviews, rates and/or prioritizes transportation projects for its Regional Transportation Improvements Program Recommendations (RTIPR), state-or-federally-funded. The Committee may receive input from subcommittees.

SIGNED: _____
Sharon McDonald, Mayor

Date

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/05/2026

Report No: 11.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, appointing a board member to the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) Board. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint a board member to the SNMEDD/GOG.

Background:

SNMEDD/GOG has requested a member to be on the board for the next two years. The meetings are normally held at the Eastern New Mexico University-Roswell Campus. Mayor Payne was the board member.

The city pays an annual member government contribution of \$9,121 to the SNMEDD/GOG.

SNMEDD/GOG

This is a voluntary association of local governmental units and principal economic interests located within Chaves, Eddy, Lea, Lincoln, and Otero Counties.

The objectives of the District shall be to encourage and permit local units of government to join and cooperate with one another and representatives of federal and state agencies, major economic interests, citizen groups, and groups experiencing economic distress to improve the health, safety and general welfare of their citizens and to plan for the future development of the region. In achieving these objectives, the District may exercise any powers heretofore or hereafter conferred upon it by state or federal law.

The membership of the Southeastern New Mexico Economic Development District, Inc. includes the communities of Alamogordo, Artesia, Capitan, Carlsbad, Carrizozo, Cloudcroft, Corona, Dexter, Eunice, Hagerman, Hobbs, Hope, Jal, Lake Arthur, Loving, Lovington, Roswell, Ruidoso, Ruidoso Downs, Tatum and Tularosa; the counties of Chaves, Eddy, Lea, Lincoln and Otero.



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

January 6, 2026

OFFICIAL BOARD MEMBER CONFIRMATION

In accordance with SNMEDD/COG by-laws, board appointments are for a two-year period unless or until it is necessary that they be replaced by the governing body of the member municipality or community. Therefore, in an effort to assist us in formalizing our official board roster for 2026, please complete the information below, even if there are no changes.

MUNICIPALITY OF: CITY OF ALAMOGORDO

Our designated SNMEDD/COG Board Member is:

Name: _____

Title: _____

E- Address: _____

Telephone: (home) _____ (business) _____

Alternate:

Name: _____

Title: _____

E-Mail Address: _____

Telephone: (home) _____ (business) _____

SIGNED: _____ (Date) _____
Mayor

A Non-Profit Organization Involved in ...

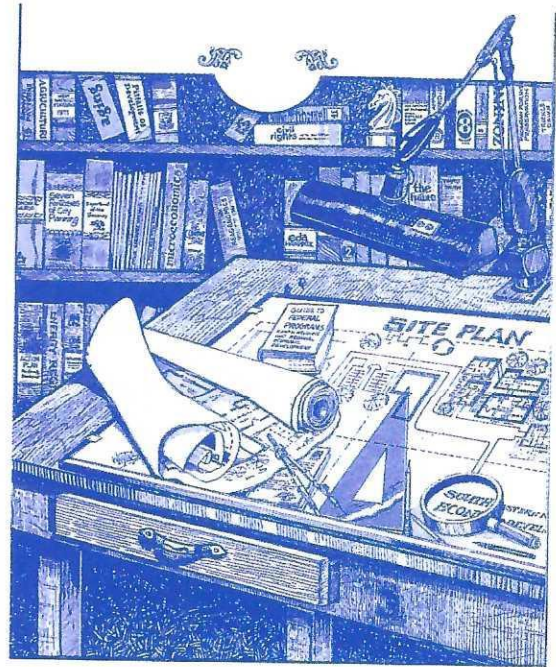
- Business Development
- Business Retention
- Community Facilities Planning
- Economic Development
- Grant Assistance
- Human Resources Development
- Land/Water Management Planning
- Legislative Initiatives
- Transportation Planning
& Development
- Urban & Regional Planning

Leadership to
enhance the
region's quality
of life, services
and jobs.

Mission

The fundamental mission of the SNMEDD is to strengthen the regional economic base, which is responsible for providing quality jobs to area residents.

One of the most important functions of the SNMEDD involves the optimal utilization of regional capabilities. Projects included are solid waste, water and sewer system improvements, business retention, business assistance, business development, recreation facilities, industrial park improvements, job development and assistance, public buildings and transportation-related initiatives. The regional planning organization can: (1) Assist local governments in planning for major capital improvements, (2) Assist in procuring federal and state aid for needed capital improvement projects, and (3) Assist with capacity building and technical assistance.



AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/05/2026

Report No: 12.

Submitted By: Darrell Mori

Subject: Recess into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (Hiring of the City Manager) and 10-15-1(H)(7) Pending Litigation: Case D-1215-CV-2022-00434. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/10/2026

Report Date: 03/05/2026

Report No: 13.

Submitted By:

Subject: Action, if any, related to Limited Personnel Matters. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: