



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

May 26, 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. Presentation to review the mercury leak in the Dunn Solar Telescope at Sunspot Solar Observatory and the potential for preserving Sunspot as a historical site. (Dave Dooling, Citizen)

2. Public Works presentation & update. (*Jimmy Vargas, Public Works Director*)
3. Presentation on AFSCME Local 3818 and AFSCME Council 18 regarding the proposed outsourcing of Desert Lakes Golf Course Maintenance, including impacts and alternatives to preserve maintenance work in-house. (*Markus Bartlett, AFSCME Representative*)
4. Community Development, Engineering Presentation on current Projects and updates. (*Justen Boyle, Senior Project Manager, Joseph Samora, Project 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.

5. Approve the minutes for the Budget Hearing Workshop on May 4, 2026, the Regular Commission Meeting on May 12, 2026, and the Special Commission Meeting on May 18, 2026. (*Rachel Hughs, City Clerk*)
6. Consider, and act upon, Resolution 2026-15 authorizing a government-to-government transfer of assets from the Alamogordo-White Sands Regional Airport (ALM) to Sierra Blanca Regional Airport (SRR). (*Troy Orr, Airport Manager*) **(Roll Call Vote Required)**
7. Consider, and act upon, approval of Change Order 1, in the amount of \$79,666.06, excluding NMGRT, to Rock Canyon Construction, for relocating an 8" main water line. (*Justen Boyle, Senior Project Manager*)
8. Consider, and act upon, Resolution 2026-16 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 May 26, 2026. (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**
9. Consider, and act upon, Resolution 2026-18, approving the City of Alamogordo's participation in a capital outlay program administered by New Mexico Department of Transportation and entering into a cooperative agreement for \$108,900.00. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**
10. Consider, and act upon, approval of the Investment Report for the quarter ending Mar 31, 2026, in accordance with the City of Alamogordo Investment Ordinance. (*Evelyn Huff, Finance Director*)

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

11. Consider, and act upon approval of the Collective Bargaining Agreement Between the City of Alamogordo and the Alamogordo Public Safety Officers Association (APSOA). (*Stephanie Hernandez, Acting City Manager, and Dina Holcomb, Holcomb Law Offices*).
12. Consider, and act upon, Resolution No. 2026-17 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2026-2027 Budget as of May 26, 2026. (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**
13. Appointments to Boards and Committees. (*Sharon McDonald, Mayor*)

EXECUTIVE SESSION (Roll Call Vote Required)

14. Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(5) for the purpose of discussing collective bargaining and 10-15-1(H)(2) limited personnel matters (City Manager recruitment) **(Roll Call Vote Required)**

RECONVENE INTO OPEN SESSION

15. Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. **(Roll Call Vote Required)**

16. Action, if any, related to the Executive Closed Session. (Roll Call Vote Required)

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/20/2026

Report No: 1.

Submitted By:

Subject: Presentation to review the mercury leak in the Dunn Solar Telescope at Sunspot Solar Observatory and the potential for preserving Sunspot as a historical site. *(Dave Dooling, Citizen)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background:

Review the mercury leak in the Dunn Solar Telescope at Sunspot Solar Observatory— including its magnitude — and the potential for preserving Sunspot as a historical site and repurposing it as a world-class education and dark skies recreation facility that will benefit Alamogordo as well as Otero County and the State



**City of Alamogordo City Commission Meeting
AGENDA REQUEST FORM**

Today's Date: 5/4/2026

Request Date of Meeting: 5/12/2026

Name and Title: Dave Dooling, Sunspot Community

Address: 2 Cottage Row

High Rolls, NM ZIP 88325

Phone Number: 575-446-9615

E-Mail Address: deesqrd@earthlink.net

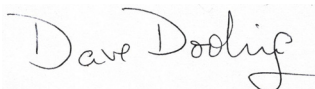
Item requested will be for information only

Brief description of topic to be discussed:

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

We do not allow handouts at the meeting

I will briefly review the mercury leak in the Dunn Solar Telescope at Sunspot Solar Observatory— including its magnitude — and the potential for preserving Sunspot as a historical site and repurposing it as a world-class education and dark skies recreation facility that will benefit Alamogordo as well as Otero County and the State. This includes a brief PowerPoint tour of Sunspot; a paper copy provided by 5/8/2025.

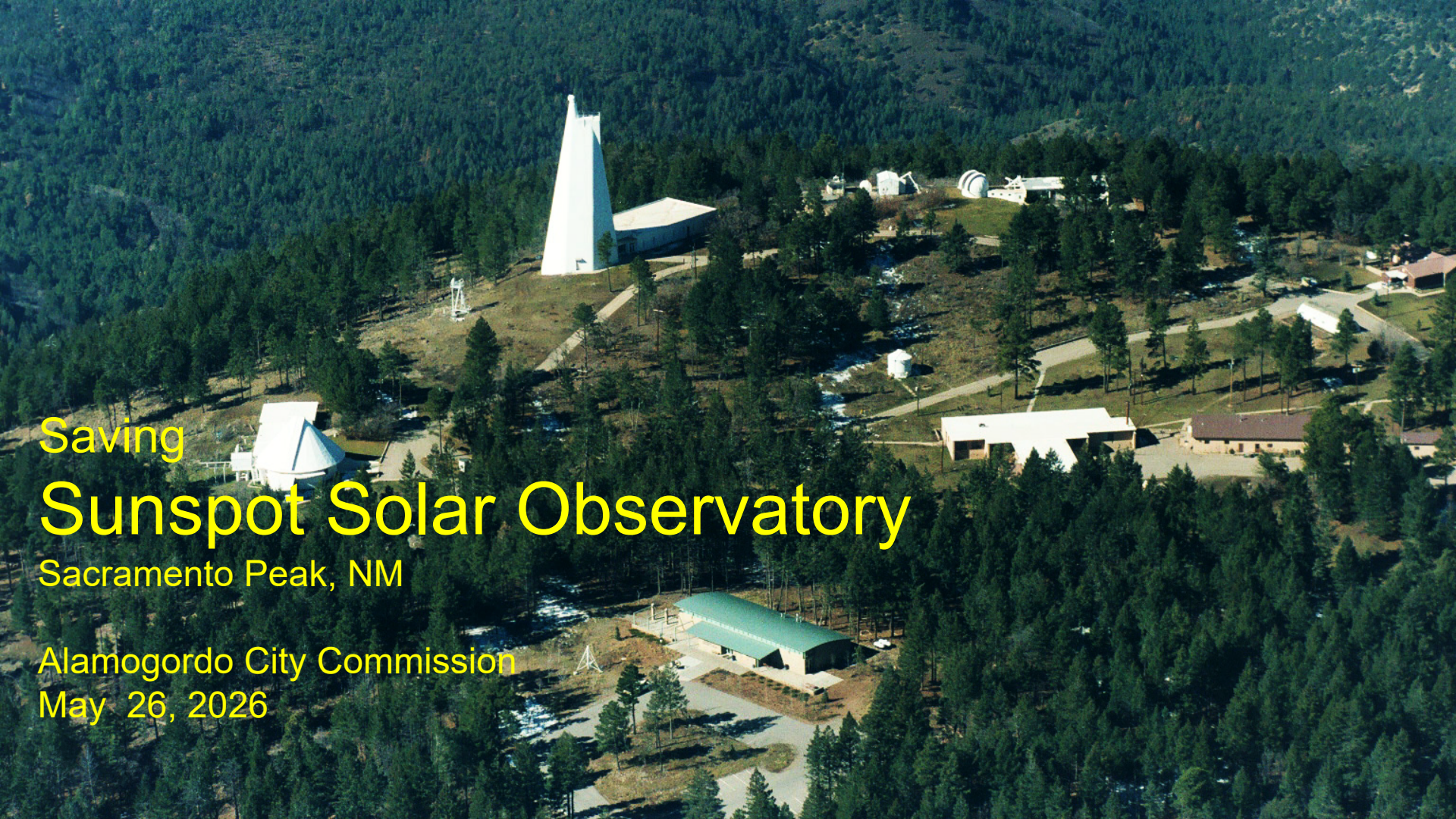
Signature: 

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

Phone: (575) 439-4100

Fax: (575) 439-4396

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

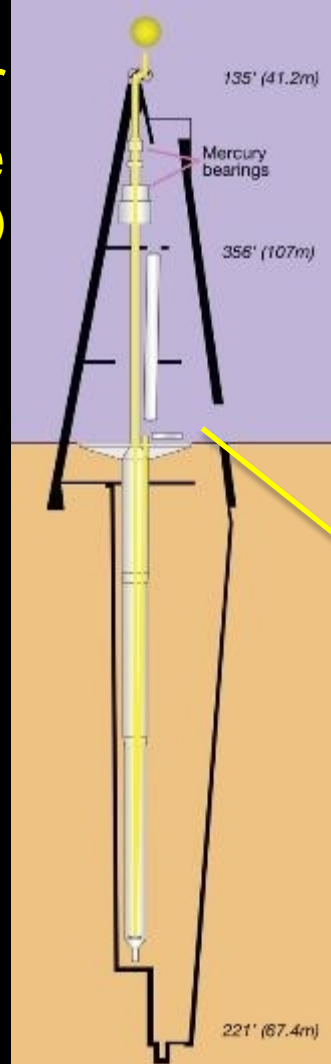


Saving
Sunspot Solar Observatory

Sacramento Peak, NM

Alamogordo City Commission
May 26, 2026

Dunn Solar Telescope (1969–)



Interior, 2011

Evans Solar Facility

Coronagraph (1952–2012)
telescopes



Hilltop Dome

(1963-2008)

Up to 8 small patrol telescopes
Optical lab space





ISOON building

(1960–)
USAF telescope
(relocated)



Grain Bin Dome

(1950–)



12" reflector telescope
Built from mil-ordered grain
bin



Admin building
(1952–)

Offices
Dining/meeting hall
Small commercial-grade kitchen



Visitor center

Sunspot Solar System
Model

Apache Point and Forest
Service exhibits

Gif shop

Conference hall



VOQ
(1952-)



Dorm space for 24
VIP section



Redwood houses

Hound Dog Hill
6 units (1958-)



Coronal Loop
10 units (6 as duplexes)
(1952-)



Prefab houses

(1968-2019)

Houses removed

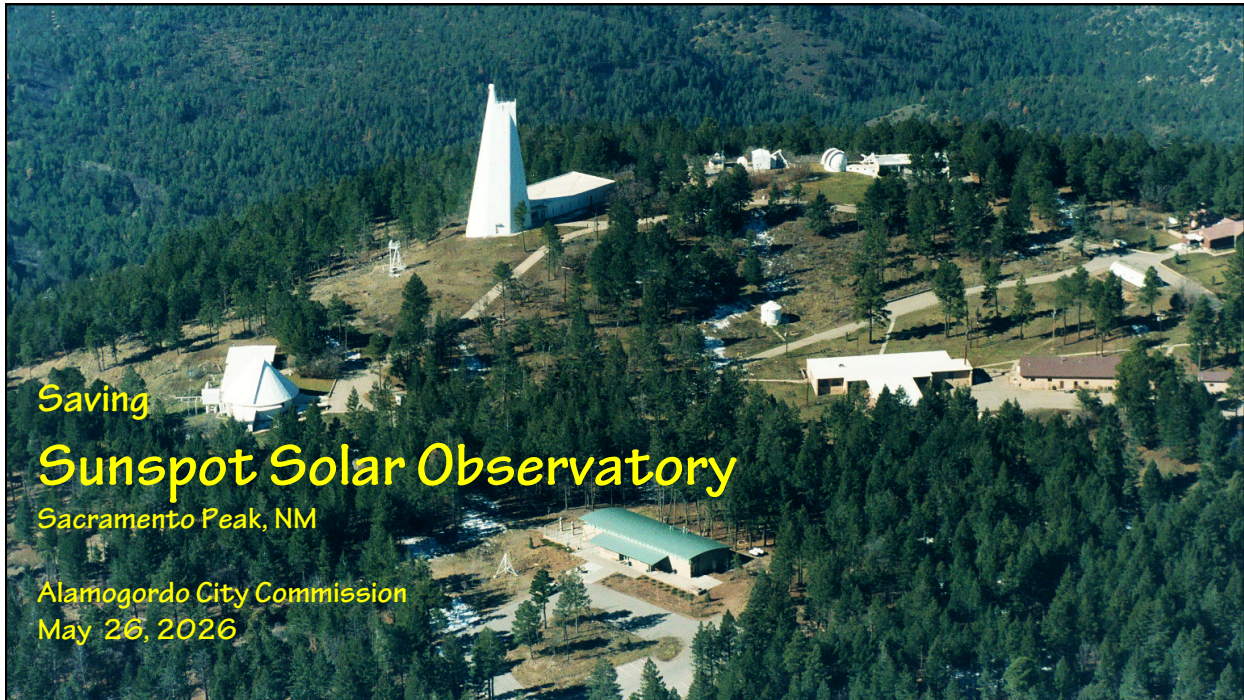
21 units

Can be repurposed as RV park
for Amateur astronomers

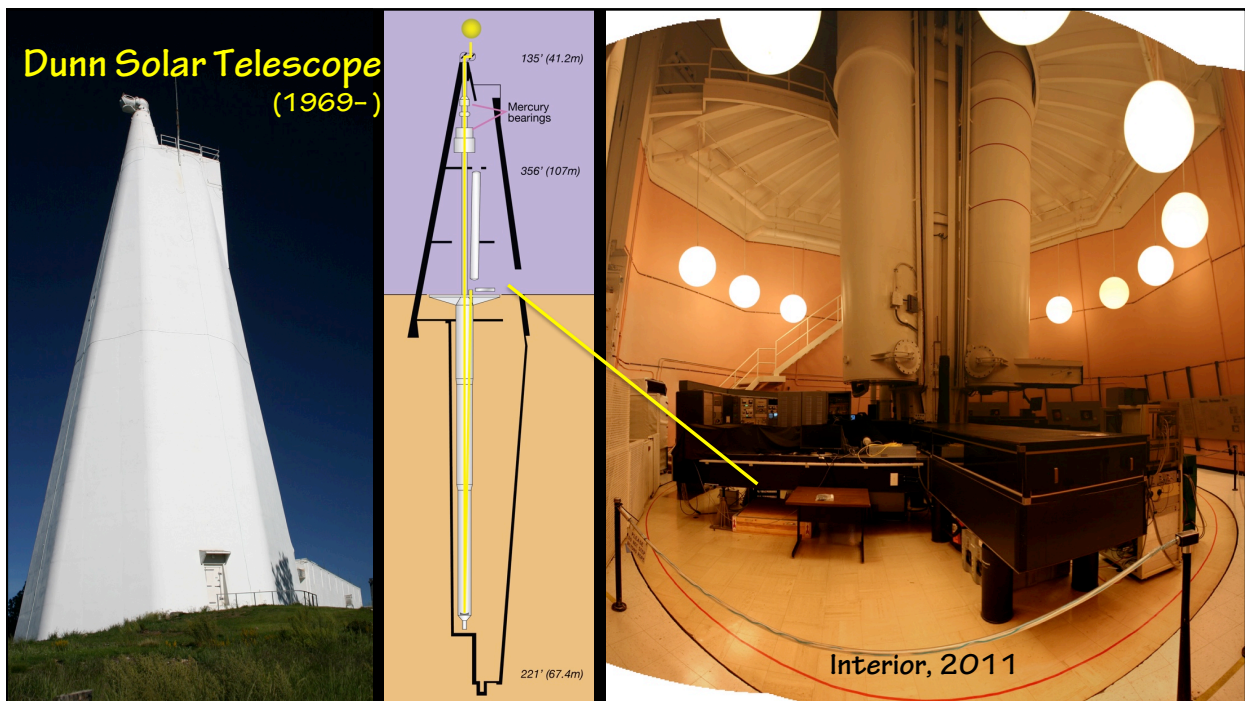


Steps towards saving Sunspot

- Build support with city, county, and communities; State agencies;
State and Federal representatives
- Delay demolition — needs State-level appeal to NSF
- Assess buildings
- Seek grants for rehabilitation
- Seek long-term funding



Aerial view of Sunspot, ca. 2002.



Exterior, cross-section, and interior of Dunn Solar Telescope. Its design was unique and inspired the design of several later telescopes. When built, it produced the sharpest images ever of solar activities. It can be rehabilitated to operate without rotating the entire assembly, or converted into a unique hands-on science center.

Evans Solar Facility
(1952-2012)

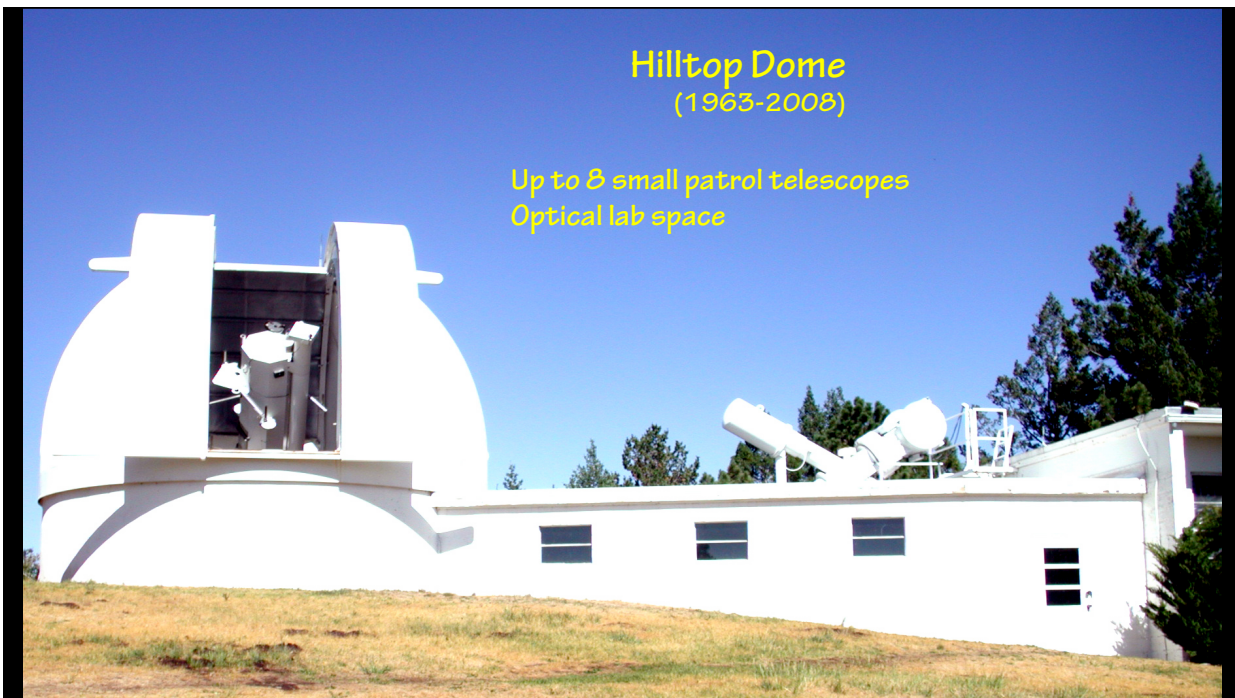
Coronagraphic telescopes



Telescopes in the Evans produced their own artificial eclipses to study the Sun's ultra-faint corona. They were the world's largest at the time.

Hilltop Dome
(1963-2008)

Up to 8 small patrol telescopes
Optical lab space



Hilltop Dome conducted routine imagery of solar activity to help in predicting solar activity and space storms.



The Improved Solar Optical Observing Network telescope was a prototype for replacing the older SOON, which was developed at Sunspot in the 1990s.



Grain Bin Dome was a marvelous bit of innovation. Denied funding to build a proper telescope dome, the Sunspot team bought a grain bin from a catalog and had Holloman AFB assemble it with doors and a rotation drive.

**Admin building
(1952-)**

**Offices
Dining/meeting hall
Small commercial-grade kitchen**



The admin building has offices, a large dining hall that doubles as a meeting room, and a commercial-grade kitchen.

Visitor center

**Sunspot Solar System Model
Apache Point and Forest
Service exhibits
Gift shop
Conference hall**



Sunspot Astronomy and Visitors Center houses museum-grade exhibits — many of them hands-on — and is the center of the Sunspot Solar System Model, one of the largest in the world.



The VOQ (still in use) provided dorm space for summer college students and includes a VIP section.



Redwood houses were built in two phases to house officers, senior staff, and their families. People who work at Sunspot may rent during their tenure.

**Prefab houses
(1968-2019)**

**Houses removed
21 units**

**Can be repurposed as RV park
for Amateur astronomers**



Vacant spots once occupied by TechBuilt prefab homes can easily be converted to full-service RV spots for mobile amateur astronomers seeking dark skies.

Steps towards saving Sunspot

- **Build support with city, county, and communities; State agencies; State and Federal representatives**
- **Delay demolition — needs State-level appeal to NSF**
- **Assess buildings**
- **Seek grants for rehabilitation**
- **Seek long-term funding**

Your support is needed.



Dave Dooling | Member, Sunspot Community | DEESQRD@earthlink.net

The planned demolition of historic Sunspot Solar Observatory is an opportunity to develop support for converting it into Sunspot Science Park, an education and recreation facility that would become a state and national asset. It will also preserve the Dunn Solar Telescope, as a unique civil engineering achievement.

Time is of the essence in that the National Science Foundation plans demolition during September–October 2026. This stems from the Jan. 5, 2026, leak of 186 pounds of mercury from a telescope bearing in the Dunn. The need to remove mercury is immediate and undisputed. Once the mercury is removed, limited operations can resume and redirection to a new life can begin. Our most immediate need is time to assemble a properly financed and managed team to take responsibility and develop Sunspot Science Park.

Sunspot started 1947 by the U.S. Air Force as one of the world's first space weather forecasting stations. It grew from a couple of observers operating a telescope from the back of a truck into a world-class solar physics center. Because of its remote location, the Air Force provided base housing for staff and their families. In the 1960s it was designated as Sacramento Peak Observatory, and in 1976 was transferred to the National Science Foundation and reorganized as the National Solar Observatory.

Development of the 4-meter Daniel K. Inouye Solar Telescope in Maui, HI, led NSF to plan divesting Sunspot from its portfolio. At the same time, NSF and others recognized that demolition would cost \$10–\$44 million vs. \$2 million/year in operating costs and that Sunspot can be re-

furbished to provide for education, training, and dedicated research, and that a university consortium or partnership would be the ideal scenario.

Reinvention can proceed in three different phases that would preserve the facility as recommended under the National Historic Preservation Act (NHPA) §106:

Phase 1, public programs and recreation

- Sunspot Astronomy and Visitor's Center: Continue informal science education programs.
- Natural science education programs: should be added to support the U.S. Forest Service's mission.
- Astronomy RV park: Convert 21 vacant prefab house sites into a dark-sky RV park located next to working solar and astronomy observatories.

Phase 2, education

- B&B operations: Modernize dormitory and Redwood houses to support extended education programs or academic/business retreats.
- Solar Physics Prep School: Hold camps and classes—Classes tailored for middle- and high-school students using Sunspot's telescope.

Phase 3, research

- Renovate the smaller observatories: New mounts and telescopes in Hilltop Dome, ISOON, and Patrol Dome, and upgrade the Evans Solar Facility.
- Rehabilitate the Dunn: Modify to operate without the mercury bearings, or convert into hands-on exhibit space, which was done with the McMath-Pierce solar telescope at Kitt Peak, AZ.

Disclaimer: This is the author's own work, based on his time as NSO education officer at Sunspot (2002–12) and recent discussions with various parties. It does not necessarily represent the views any involved agency.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 2.

Submitted By: Candice Gebhardt

Subject: Public Works presentation & update. (*Jimmy Vargas, Public Works Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

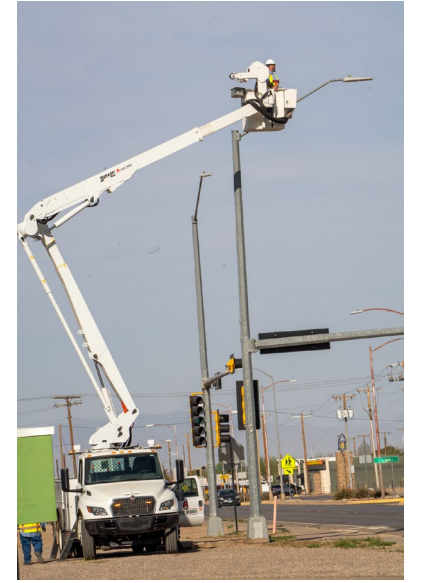
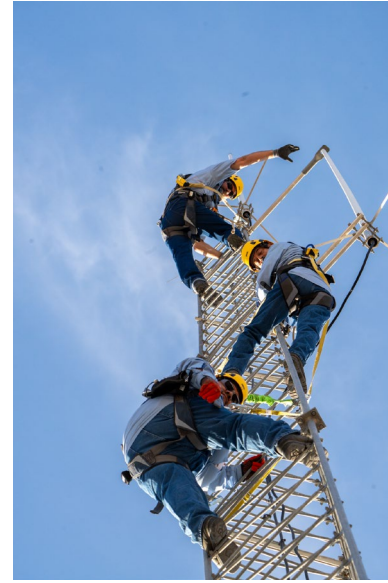
Additional Fiscal Impact:

Recommendation: Presentation only.

Background: Jimmy Vargas, Public Works Director, will make a presentation on the current status of the Public Works Division.

Facility Maintenance
Fleet Maintenance
Street Maintenance
Drainage Maintenance

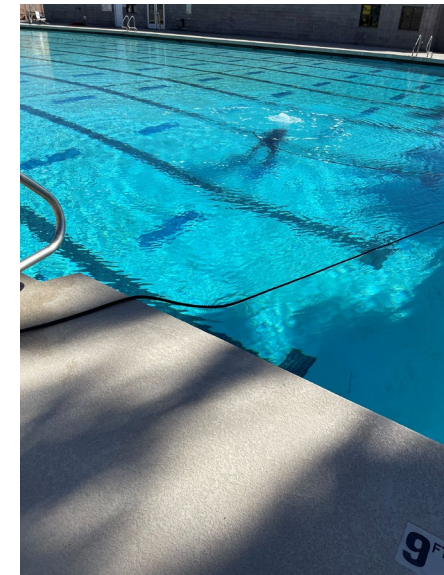
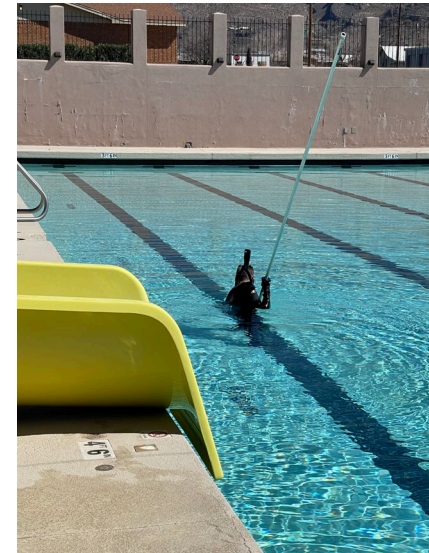




Facility Maintenance

- Facility Maintenance oversees 31 city buildings, more than 220 streetlights, over 821 sports complex lights, 25 traffic signals, 14 school zones, 6 solar crosswalks, 8 radio communication sites, and electrical lighting for the runway/taxiway at the airport.
- When fully staffed, there are 9 employees, including the manager, to cover the city's facility maintenance needs.

Additional responsibilities of Facility Maintenance includes preparing and installing Christmas lights and decorations displayed throughout the city during the holiday season, illuminating trees, streets, and streetlamps. They also maintain the public pool at the Family Rec Center. Much effort and coordination goes into the Christmas lights and pool, so both are ready and fully operational for the public to enjoy.



- Facility Maintenance was instrumental in the completion of the energy saving project (Phase 1), the city began in 2025. Partnering with Energy Savings Group (ESG), Facility Maintenance oversaw the installation of the Pelican thermostat system in many city buildings, enabling remote monitoring during and after business hours.
- Also inclusive in this project was the installation of solar panels at six city facilities and LED lighting in many of the city's buildings. Phase 1 was completed in February of 2026.





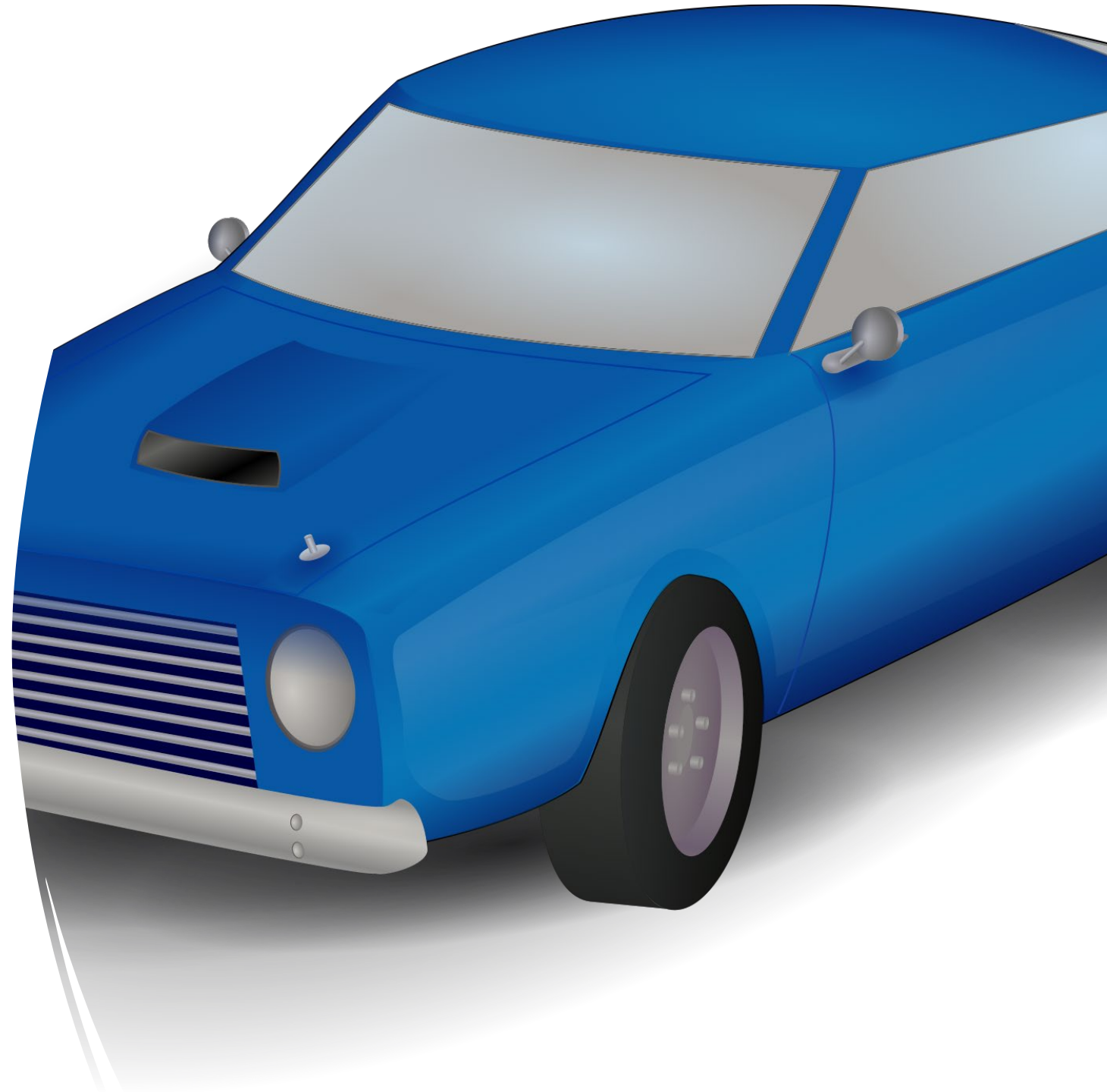
Fleet Maintenance

- Fleet Maintenance services and maintains over 488 City vehicles and equipment, including cars, trucks, dump trucks, roll-off trucks, backhoes, front-end loaders, excavators, and trailers.
- Additional services include vehicle warranty coordination, diagnostic checks, vehicle alignments, and after hour services.
- When fully staffed, there are 6 employees, including the Manager, to maintain the city's fleet.



COA Vehicle Replacement Program

- Fleet Maintenance Manager, Robert Williams, is currently working closely with Enterprise Fleet Management to coordinate and manage the replacement of many vehicles that have met their end of service, and to ensure the new vehicles meet the needs of the departments. This initial phase of the program includes 73 new replacement vehicles for 2025/2026.
- All 73 vehicles have been ordered and will tentatively begin to arrive in September 2026.





Street Maintenance

- Street Maintenance manages, maintains, and repairs the city's streets and roads, including striping, crosswalks, signage, concrete and asphalt work, ADA ramps, alley maintenance, and street sweeping.
- Street Maintenance is also responsible for flood clean up during the monsoon season on all city roads, parades and event support, as well as maintain the city yard for routine clean up and maintenance.





Street Maintenance maintains 188 paved miles and 37 unpaved miles of roadway and 330 linear miles of sidewalk.





- Current projects in progress for Street Maintenance include:
 - Grant applications submitted for S. Florida (1st to Panorama), and 1st (White Sands to Union Pacific Railroad)
 - Pavement preservation and repaving project considerations for various locations





CITY OF ALAMOGORDO

TRANSPORTATION MANAGEMENT PLAN

Prepared By:

LEE ENGINEERING

1990 E. Lohman Avenue
Las Cruces, NM 88001

February 25, 2026

In April of 2026, the City and Lee Engineering began a transportation management plan, designed to compile data that will serve as a planning tool for future road and traffic infrastructure improvements.

Some of the project goals include:

- Improving safety (reduce crashes, fatalities, and injuries)
- Asset inventory and asset management for the city's road infrastructure
- Improve traffic conditions utilizing traffic studies and traffic analysis
- Identify priority projects, estimate planning costs, and establish implementation strategies
- Pavement assessments
- Policy and staffing recommendations



Drainage Maintenance

- The city has over 90 ditches and swales, stretching over 37 miles across the community that needs continuous maintenance. Public Works has partnered with KE&G contracting to begin a maintenance schedule for the city's drainage system.
- Planned maintenance includes sediment and vegetation removal, erosion control, and culvert cleaning and clearing.
- Future planning is currently underway for engineering improvements on the city's drainage system. Improvements that are needed include re-sloping, reshaping, erosion improvements, and concrete work.





- So far in 2026, 20 locations have been planned, with 10 completed and 10 currently in progress. Work on these locations began in January of 2026.
- Some of the locations completed include most of Dry Canyon and its connecting ditches, Desert Lakes, and Pecan Ditch.
- For FY2027, 10 locations are in the planning stages for maintenance. Some of these locations include the Mckinley and South Channels, and Railroad Ave.



ALAMOGORDO

PUBLIC WORKS

Questions ??

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/20/2026

Report No: 3.

Submitted By:

Subject: Presentation on AFSCME Local 3818 and AFSCME Council 18 regarding the proposed outsourcing of Desert Lakes Golf Course Maintenance, including impacts and alternatives to preserve maintenance work in-house. *(Markus Bartlett, AFSCME Representative)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background:

AFSCME Local 3818 and AFSCME Council 18 presentation regarding the proposed outsourcing of Desert Lakes Golf Course Maintenance, including impacts on City employees, taxpayer costs, public accountability, service quality, and alternatives to preserve maintenance work in-house.

INSTRUCTIONS FOR AGENDA REQUEST FORMS

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

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

Public Comment

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

Other Agenda Information

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

Privatization of Public Services and Assets: Taxpayers Beware!

Proponents of privatization claim that the private sector can do a better job at a cheaper price. But experience shows that privatization often leads to increased costs for the public and reduced accountability to taxpayers.

Count All the Costs

Contracts must be monitored, and the cost of monitoring contracts must be added to the total price tag. Governments often fail to consider contract monitoring compliance costs, which **can add as much as 25 percent to the total**, according to an estimate from the Government Finance Officers Association.¹ In addition to the cost of monitoring contracts, jurisdictions often have to train and supervise contractor personnel. When public equipment and facilities are used, their cost should also be included in the costs of the contracted service. The Government Accountability Office found that the way agencies and privatization consultants estimate and report contract costs can make **cost savings appear greater than what is actually realized.**²

Examples:

- In 2010, the Scottsdale, Arizona, Public Works Department explored privatization options of its solid waste and trash collection services at the request of its City Council. “When monitoring and oversight costs were included, the city concluded that **employing city workers to pick up household trash was as cheap or cheaper than any other method** for Scottsdale residents,” wrote Peter Downs in The Commercial Appeal. Rick Pence, Scottsdale’s director of solid waste management, stated, “We’ve tracked our costs since the 1970s. We’re in the service business and we know we have to compete with companies in the private sector that do this for a living. They have their advantages, but we don’t have to make a profit and pay a CEO \$8 million a year.”³
- Edouard R. Quatrevaux, inspector general of the city of New Orleans, released a report in 2010 that said city oversight of the trash collection contracts was so lacking that it was impossible to determine if the city was paying contractors the proper amount. Quatrevaux also found that the city had not verified that contractors had the proper insurance and/or procedures to indemnify the city for any damages they caused, subjecting the city to possible financial exposure. After auditing a contract for trash collection, Quatrevaux’s office found that **New Orleans could have saved \$3 million a year by simply monitoring the contracts.**⁴
- State audits in Ohio found that state agencies and many local governments engaged in “casually administered” contracts with “lax controls.” From 2000-2003, **116 state audits found that contractors misspent \$97.7 million tax dollars.**⁵

1 Michel, R. Gregory. “Make or buy? Using cost analysis to decide whether to outsource public services. (Government Finance Officers Association article).” Government Finance Review. Government Finance Officers Association. 2004. <http://www.gfoa.org/downloads/GFRAug04.pdf>

2 United States Government Accountability Office, “Department of Labor, Better Cost Assessments and Departmentwide Performance Tracking Are Needed to Effectively Manage Competitive Sourcing Program.” November 2008. GAO-09-14.

3 Downs, Peter. “No quick fix; Past experience of many cities suggests privatizing sanitation services wasn’t a panacea for problems.” The Commercial Appeal (Memphis, TN), July 10, 2011.

4 Downs, Peter. “No quick fix; Past experience of many cities suggests privatizing sanitation services wasn’t a panacea for problems.” The Commercial Appeal (Memphis, TN), July 10, 2011.

5 Cincinnati Enquirer, “Weak Contracts Waste Tax Money,” May 19, 2003.

Read the Fine Print

Private corporations are very good at writing contracts that shift all risk to the taxpayer and keep any rewards for the company. Once a public service is outsourced or asset is privatized, taxpayers have little recourse if a contract was drawn up poorly or the drafters failed to anticipate all contingencies. Because some contracts are written for extended periods, the public can be locked into bad deals for generations. For Examples:

- In September 2008, Indiana was required to reimburse the private Indiana Toll Road operator \$447,000 for tolls that were waived for people being evacuated during a severe flood. This requirement in the contract forced the state to pay money to a private contractor in order to ensure the public's safety.⁶
- In 2008, the private contractors that operated the Northwest Parkway in Denver, Colorado, objected to improvements to a local street. The 99-year privatization contract allowed the private company to prevent improvements on city-owned and maintained roads, since the improvements "might hurt the parkway financially," by providing an alternative route for travelers, thus potentially reducing toll revenue.⁷

Pay Attention to the Bottom Line

Contractors do. And the bottom line for them is that they're accountable to their owners and shareholders, not the public. Private companies' primary objective is to make a profit, which can mean cutting corners to reduce costs, jeopardizing services and vital public assets. Or they may "low-ball" a bid to get a contract, then jack up their price over time. Service failures and cost escalation have prompted many cities and states to insource services previously privatized. According to a recent survey, more than **60 percent of local governments insourced privatized services due to a decline in service quality.**⁸

Examples:

- Only two years into a contract with IBM to provide benefit eligibility service, Indiana canceled the \$1.34 billion contract in 2009. **For two years, families failed to receive benefits for which they qualified, including food stamps, health coverage, and cash assistance.**⁹ Among the tales: One woman with hearing problems and other disabilities reportedly was dropped because she couldn't complete a telephone interview. Another lost Medicaid, food stamps and transportation because she missed an appointment while hospitalized.¹⁰
- New Albany, Indiana, **insourced the operation of its wastewater treatment and sewer maintenance in January 2013, saving taxpayers more than \$300,000 annually.** The mayor stated: "We will not only save taxpayer money, but we will also eliminate the outsourcing of these good-paying jobs to an outside company."¹¹

6 In the Public Interest, Pennsylvania Kids for Cash case. See: <http://inthepublicinterest.org/case/pennsylvania-kids-cash-conspiracy>

7 In The Public Interest, JP Morgan Investment Consulting Fraud case. See: <http://inthepublicinterest.org/case/jp-morgan-investment-consulting-fraud>

8 Warner, Mildred. "The Pendulum Swings Again." The New York Times, April 4, 2011. Available here: <http://www.nytimes.com/roomfordebate/2011/04/03/is-privatization-a-bad-deal-for-cities-and-states/the-pendulum-swings-again>

9 Kelly, Niki. "State loses legal fight on welfare overhaul Judge rules for IBM but criticizes both sides." Fort Wayne Journal Gazette. July 19, 2012.

10 "Indiana welfare clients get their day in court." South Bend Tribune. August 16, 2011.

11 Suddeath, Daniel. "New Albany will end sewer privatization." The News and Tribune, October 13, 2012. <http://newsandtribune.com/local/x253526985/New-Albany-will-end-sewer-privatization>

- When private companies bid on garbage collection and fleet maintenance in Yuma, Arizona, in 2001, officials found that the cost estimates were much more expensive than current costs. In fact, **residents would have paid twice as much to the private companies** as they currently pay for the same city services.¹²
- In 2010, Gary, Indiana, canceled its 10-year contract with United Water after inspectors found that the company had violated regulations; filed inadequate monitoring reports; and failed to meet mandated deadlines. By canceling the contract and bringing water service back in-house, the city expects **costs to decrease from \$16 million to \$8 million a year**.¹³
- A Pennsylvania study in 2012 found **the state could save \$78 million by insourcing school bus services**.¹⁴

12 February 7, 2011. <http://www.yumasun.com/news/city-67409-wilkinson-private.html>

13 Seidel, Jon. "Gary Sanitary District ends contract with United Water." The Post-Tribune. March 26, 2010.

14 Price, Mark, Stephan Herzenberg, Sean Brandon, and Teresa Herzenberg. "Runaway Spending: Private Contractors Increase the Cost of School Student Transportation Service in Pennsylvania." The Keystone Research Center, March 2012. Available here: <http://keystoneresearch.org/sites/default/files/RunawaySpending.pdf>

Privatization of Local and State Infrastructure: Selling off public assets to the highest bidder

As budget woes strike everywhere, local governments are looking under the couch cushions for money. From waste water treatment to animal control, snow removal to garbage collection, corporations are chomping at the bit to purchase or lease public assets that generate revenue through tolls, fees or other charges. Often companies lure local officials with the offer of lots of up-front cash, in exchange for the operation of our public assets and services. However, privatization can actually increase costs for a city and its residents, eliminate accountability to the public, and compromise the quality of critical services that residents regularly rely on.

The “big business” of public infrastructure and services

The services that cities and towns rely on most are major profit centers for private companies. Garbage removal is estimated to be a \$50 billion a year industry, even with large cities and most of the Mid-West still relying on publicly run collection. Water and wastewater is also a huge business. In 2008, Alinda Capital Partners purchased the Santa Paula, Calif., water recycling facility for \$62 million through a 20-year design-build-operate private partnership agreement.¹ In 2009, the six largest private water companies reported the collection of more than \$1.6 billion in fees in the U.S. while operating only 1,757 water plants across the country.²

Privatization erodes public accountability and eliminates transparency

Private corporations are primarily accountable to their stockholders, not to the people they serve. With public ownership, local residents can directly express their opinions about the operation of local services with their elected official and have access to information and the ability to attend public meetings. Private operators usually restrict public access to information and do not have the same level of openness as the public sector.

- In February 2009, then Mayor Daley rushed through a contract to sell off the city’s parking meters. The city council approved the measure with little to no review of its ramifications. Shortly after the council meeting, the city and Chicago Parking Meters LLC signed a 75-year concession agreement for the operation of Chicago’s 36,000 parking meters. Unbeknownst to the council, the deal included a non-compete clause and gave the private company the right to raise rates at its discretion. In some parts of the city, rates increased in the first months to \$7 for 2 hours of parking time.³ In March 2013, a judge ruled that the city violated its contract by allowing a competing garage operated by a different company to open in the city. Chicago taxpayers were hit with a \$57.8 million ruling in favor of the private company.⁴
- When Aramark took over operations at the Florida State Hospital in Chattahoochee in 2012, housekeeping and maintenance workers were invited to apply for the same jobs with Aramark that they previously held as state employees. When asked how many former state workers had been offered position, Aramark refused to disclose the information, citing proprietary protection and claiming exemption from state disclosure laws.⁵

1 “Private Equity, Public Inequity: The Public Cost of Private Equity Takeovers of U.S. Water Infrastructure.” FoodandWaterWatch, August 2012. Available here: <http://documents.foodandwaterwatch.org/doc/PrivateEquityReport.pdf>

2 “Outsourcing Market Facts.” Public Works Financing. March 2010, volume 247.

3 In The Public Interest, Chicago Parking Meters case. See: <http://inthepublicinterest.org/case/chicagos-parking-meters>

4 Fusco, Chris and Dan Mihaloppulos. “City of Chicago hit with \$57.8 million tab in parking garage snafu.” Chicago Sun-Times, March 20, 2013. Available here: <http://www.suntimes.com/news/metro/18993800-418/city-of-chicago-hit-with-57-million-tab-over-parking-garage-snafu.html>

5 “Our Opinion: Open records, Privatization can’t be an excuse to shut the door.” The Tallahassee Democrat, February 22, 2013. Available here: http://www.tallahassee.com/article/20130224/opinion01/302240010/our-opinion-open-records?nclick_check=1

- In 2007, after a school bus driver with a private company was found to be a convicted sexual predator, an investigative reporter attempted to obtain a list of other drivers in the Milwaukee school district. Because the service had been privatized, the school district did not retain those records. After more than a year of legal challenges, the company was finally ordered to release a list of employees, but not without allowing a preliminary review of objection from 800 of the 1,400 drivers who protested out of privacy concerns.⁶
- In Kern County, CA, the owner and operator of Benz Sanitation, a private waste hauler, pled guilty to a felony charge of presenting a fraudulent claim for payment to the government and illegally dumping garbage collected in Los Angeles County at the Kern County disposal site. The private contractor was convicted of falsely reporting that the garbage had originated in Kern County, and ultimately defrauding the county of approximately \$2 million.⁷
- In 2006, the city of Houston settled a long legal battle with its contractor, Republic, for billing the city for garbage collected in other cities. The settlement was estimated to be the amount that the city had been overcharged – nearly \$2 million.⁸
- In September 2008, Indiana was required to reimburse the private Indiana Toll Road operator \$447,000 for tolls that were waived for people being evacuated during a severe flood. This requirement in the contract forced the state to pay money to a private contractor in order to ensure the public’s safety.⁹
- In 2008, the private contractors that operated the Northwest Parkway in Denver, Colorado, objected to improvements to a local street. The 99-year privatization contract allowed the private company to prevent improvements on city-owned and maintained roads, since the improvements “might hurt the parkway financially” by providing an alternative route for travelers, potentially reducing toll revenue.¹⁰

Privatization often leads to inferior services, higher costs

Corporations have different goals than a city does, often focusing on emphasizing profitability. When profit is the prime goal, services often suffer. Private contractors are obligated to meet the letter of the contract and no more. Changes in service or new services can be negotiated, but often at an increased cost. Unless it is written into the contract, private crews and equipment may not be available to provide emergency assistance like snow plowing or support for special clean-up days.

- When private companies bid on garbage collection and fleet maintenance in Yuma, Arizona, officials found that the cost estimates were much more expensive than current costs. In fact, under the estimates and cheapest bids, residents would have paid twice the amount in fees to the private companies over what they currently pay for the same city services.¹¹
- In 2011 KPMG recommended the privatization of the maintenance department in Tulsa, Oklahoma. After a snowstorm hit the area, bringing the city to a halt, city crews responded immediately by quickly clearing the snow and repairing the battered roads. City officials backed off plans to privatize, noting that public in-house crews could be deployed much faster in emergency situations than contractors.¹²

6 Gupta, Rani. “Privatization vs The Public’s Right to Know.” The Reporters Committee for Freedom of the Press, Summer 2007. Available here: <http://www.rcfp.org/rcfp/orders/docs/PRIVATIZATION.pdf>

7 “Virginia State advocacy agency backs shifting care of disabled.” The Virginian-Pilot Edition, April 7, 2012

8 Office of the City Controller, City of Houston, “Controller’s audit confirms overcharges by city trash hauler.” April 11, 2006. Available at: <http://www.houstontx.gov/controller/pressrelease/press041106.html>.

9 In the Public Interest, Pennsylvania Kids for Cash case. See: <http://inthepublicinterest.org/case/pennsylvania-kids-cash-conspiracy>

10 In The Public Interest, JP Morgan Investment Consulting Fraud case. See: <http://inthepublicinterest.org/case/jp-morgan-investment-consulting-fraud>

11 February 07, 2011. <http://www.yumasun.com/news/city-67409-wilkinson-private.html>

12 Barber, Brian. “Privatizing of Tulsa street crews questioned.” Tulsa World, February 19, 2011. Available here: http://www.tulsaworld.com/news/article.aspx?subjectid=298&articleid=20110219_296_0_Thismo677346&allcom=1

- The South Bayside Waste Management Authority, which encompasses cities in northern California, contracted with Allied Waste for solid waste service. A 2006 annual performance review revealed that the company received 10,000 complaints from residents that year for missed trash pick-up. Seven hundred complaints failed to be cleared within the required 24-hour period. The contractor was fined due to poor performance, as the contract stipulated that Allied Waste could only have 180 missed pick-ups per year before being penalized.¹³
- According to Food & Water Watch, of the 10 largest known sales of municipal water or sewer systems to for-profit companies, water bills in these communities had nearly tripled on average after 11 years of private control - increasing a typical household's annual bill by more than \$300.¹⁴
- A review of 18 municipalities that ended their contracts with private companies found that public operation averaged 21 percent cheaper than private operation of water and sewer services.¹⁵
- The International City/County Management Association (ICMA) found that 52 percent of governments that bought services back in-house did so because of insufficient cost savings.¹⁶

Privatization drives down the local economy

Where money is saved, it is often due to contractors paying their employees low wages and benefits, or cutting corners on services. For private companies to deliver services and turn a profit they must often resort to hiring fewer employees and paying lower wages. These low wages hurt the local economy.

- Labor costs are the most significant operational expense for most public services, so it should be no surprise that anyone attempting to sell privatization will exaggerate labor expenses for publicly delivered services.¹⁷
- In June, one of the state workers at the Grand Rapids home, Emilie Perttu, 24, reluctantly left her job and took a nurse's aide position at a privatized hospital for one-fourth less than she had been making. The lower wage, she says, has left her strained to cover \$675 a month in rent, along with basics like food and child care. So Ms. Perttu collects \$400 monthly in food stamps and child care assistance.¹⁸

¹³ Downs, Peter. "No quick fix; Past experience of many cities suggests privatizing sanitation services wasn't a panacea for problems." The Commercial Appeal (Memphis, TN), July 10, 2011.

¹⁴ Food and Water Watch. Available here: <http://www.foodandwaterwatch.org/water/private-vs-public/facts-and-figures/>

¹⁵ Food and Water Watch. Available here: <http://www.foodandwaterwatch.org/water/private-vs-public/facts-and-figures/>

¹⁶ International City/County Management Association. See: http://icma.org/en/results/surveying/survey_research/whats_new

¹⁷ Zullo, Roland. "The Illusion of Privatization Success: An Inventory of Tricks." Institute for Research on Labor, Employment and the Economy, University of Michigan. February, 2012. Available here: <http://irlee.umich.edu/Publications/Docs/IllusionOfPrivatizationSuccess.pdf>

¹⁸ "Where payroll cuts may also carry a cost; Contractors' lower wages entice U.S. officials, but expenses could be hidden." The International Herald Tribune, November 7, 2011.

Keep Desert Lakes Maintenance Public

AFSCME Local 3818 / Council 18
Presentation to Alamogordo City Commission

Desert Lakes is a public asset. Its maintenance should remain accountable to Alamogordo.

Tonight's request

The Union is asking for a prudent decision, not a rushed one.

1

Keep maintenance in-house

2

Use an operator-only or split model if outside help is needed

3

Require a true cost comparison before any displacement

The City can modernize operations without eliminating public maintenance jobs.

Improve the course

Protect taxpayers

Preserve City jobs

Keep public accountability

The City already had a non-layoff path

RFP 2026-001 excluded course maintenance.



RFP 2026-001

- Focused on golf course operations and management
- Excluded course maintenance from the contractor scope
- Allowed the City to improve customer-facing operations without eliminating maintenance positions

Key point: maintenance outsourcing was a choice — not the only available path.

The City's own record supported keeping maintenance public

Before the shift, staff identified operational reasons for City control.

Irrigation + SCADA investment

Millions invested in systems the City must protect

Capital / regulatory work

Ponds, turf recovery, capital improvements, compliance

Workforce development

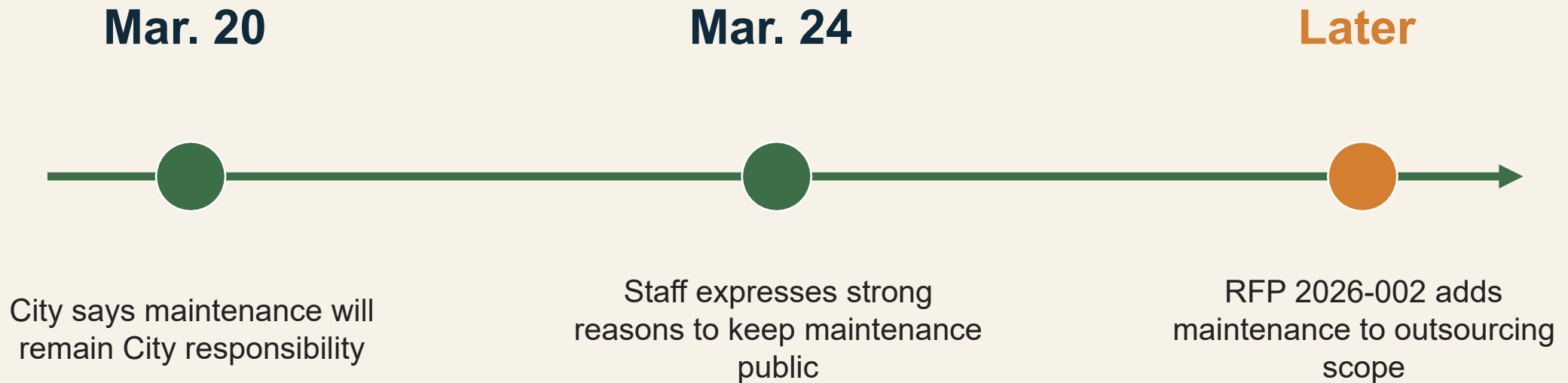
Staff trained to operate and maintain complex systems

Operational flexibility

City oversight allows faster decisions on public priorities

The question the Commission must answer

What changed between the professional record and the later move to outsource maintenance?



“The Commission directed it” does not answer whether the decision was costed, justified, and complete.

The missing proof: a complete cost comparison

The City cannot claim savings until all public costs are counted.

What exists

- Preliminary financial material
- Future contractor proposals expected through RFP
- No final public-versus-private analysis yet

What is still needed

- Retained City costs
- Monitoring and enforcement costs
- Transition and displacement costs
- Service-level comparison
- Risk and escalation analysis

Contractor price alone is not the public cost.

True taxpayer cost is bigger than the bid

The handouts warn against “sticker price” comparisons.



= True Public Cost

AFSCME materials cite warnings that monitoring, compliance, public equipment, public facilities, and administrative costs are often missed in privatization analysis.

RFP 2026-002 still leaves major obligations with the City

Even a maintenance contractor would not make City responsibility disappear.



Building utility preventive maintenance
Structural repair, roofing, HVAC
Electrical repair; sewer and water-service connections
Irrigation and injection pump obligations
Oversight, testing, and SCADA access

If these costs remain public, they must be counted before any “savings” claim is made.

What the privatization handouts warn

These risks are not theoretical. They are common failure points.

Accountability shifts

Private operators answer to contracts and profit incentives — not directly to voters.

Service quality can fall

Many governments insource after savings or quality fail.

Low bids can grow

Contracts may omit future costs, change orders, or monitoring.

Local wages can drop

Savings often come from lower pay, fewer workers, or reduced benefits.

Desert Lakes is a public asset

The accountability chain should remain public.



Privatization inserts a contract and profit model into that chain — making oversight harder and mistakes more expensive.

“Right of first refusal” is not job protection

Contractor hiring is not the same as retaining City employment.



What workers risk losing

- City employment
- CBA rights and grievance protections
- Public employee benefits and pension trajectory
- Seniority and recall protections
- Institutional knowledge for the City

If the workers are good enough for a contractor to hire, they are good enough for the City to retain.

Four alternatives that preserve City maintenance

The Union is offering solutions, not just objections.

1. Operator-only model

Private help for pro shop, restaurant, tee sheet, marketing — maintenance stays public.

2. Split-responsibility model

City maintenance retained; written coordination protocols with operator.

3. In-house improvement plan

12-month plan with benchmarks for turf, irrigation, equipment, and service.

4. Phased pilot

Test operations-only model first; revisit maintenance after real data.

Cost-study framework before any maintenance RFP

A decision-grade comparison must answer every one of these.

Cost

- In-house cost
- Contractor bid
- Retained City cost
- Monitoring / enforcement

Service

- Staffing levels
- Maintenance standards
- Emergency response
- Performance guarantees

Risk

- Change orders
- Contract failure
- Transparency
- Cost to bring work back in-house

No full cost study → no credible savings claim.

Decision test for the Commission

Before approving maintenance outsourcing, ask:

- 1 Does it truly save money after all retained City costs are counted?
- 2 What service standards are guaranteed in writing?
- 3 What happens if the contractor underperforms?
- 4 How does the public obtain records and accountability?
- 5 What happens to current City workers?
- 6 Why not use the original operator-only model?

Union recommendation

Keep Desert Lakes maintenance in-house.

Proceed, if at all, with an operator-only or split-responsibility model. Require a true public-versus-private cost comparison before any maintenance outsourcing.

Desert Lakes belongs to Alamogordo. Its maintenance should remain accountable to Alamogordo.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/21/2026

Report No: 4.

Submitted By: Justen Boyle

Subject: Community Development, Engineering Presentation on current Projects and updates. (*Justen Boyle, Senior Project Manager, Joseph Samora, Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Project update



Project Presentation
Engineering Division
By Justen Boyle and Joseph Samora

COMMUNITY DEVELOPMENT

Infrastructure

Floodplain Management

Development Coordination

01 Department Mission

02 Projects in Design

03 Projects in
Construction

04 Shovel Ready
Projects

Table of content

Projects in Design

30% Design

Alamogordo Water Reclamation
Facility Master Plan Development
Transportation Management Plan

60% Design

Basin Sediment Removal Phase 2

90% Design

Natatorium
Pivot Transmission Line

Projects In Construction

Fire Station 2 Renovation

Library Patio

La Luz South Reservoir

Upper and Lower Heights
Waterline Replacement

Callahan Tank

F4 Project Phase 2

Senior Center Parking Lot

Zoo Duck Pond

Fairgrounds Intersection

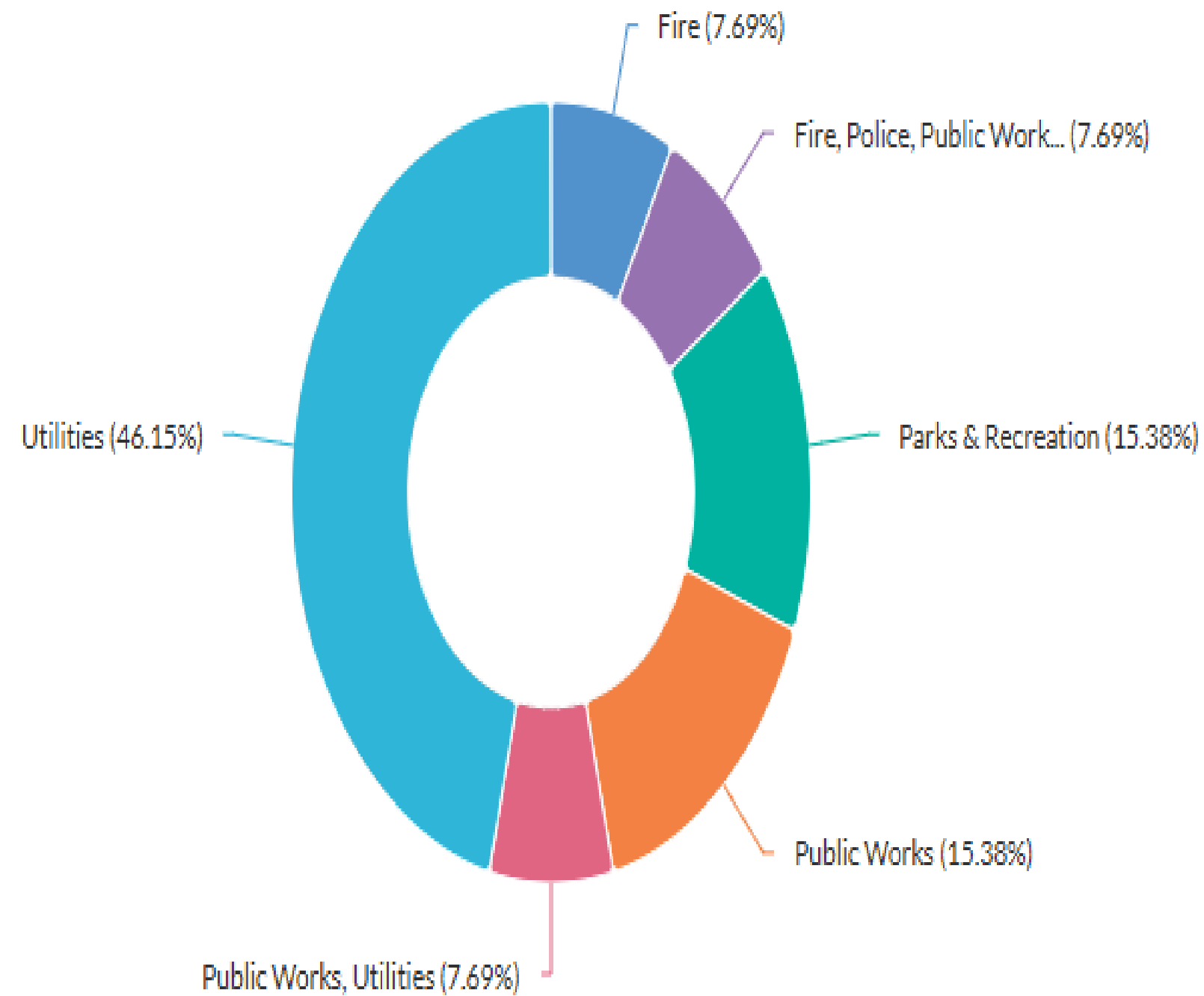
Cell 6 // Landfill

Cope Building

South White Sands Waterline
Replacement

Projects by Department

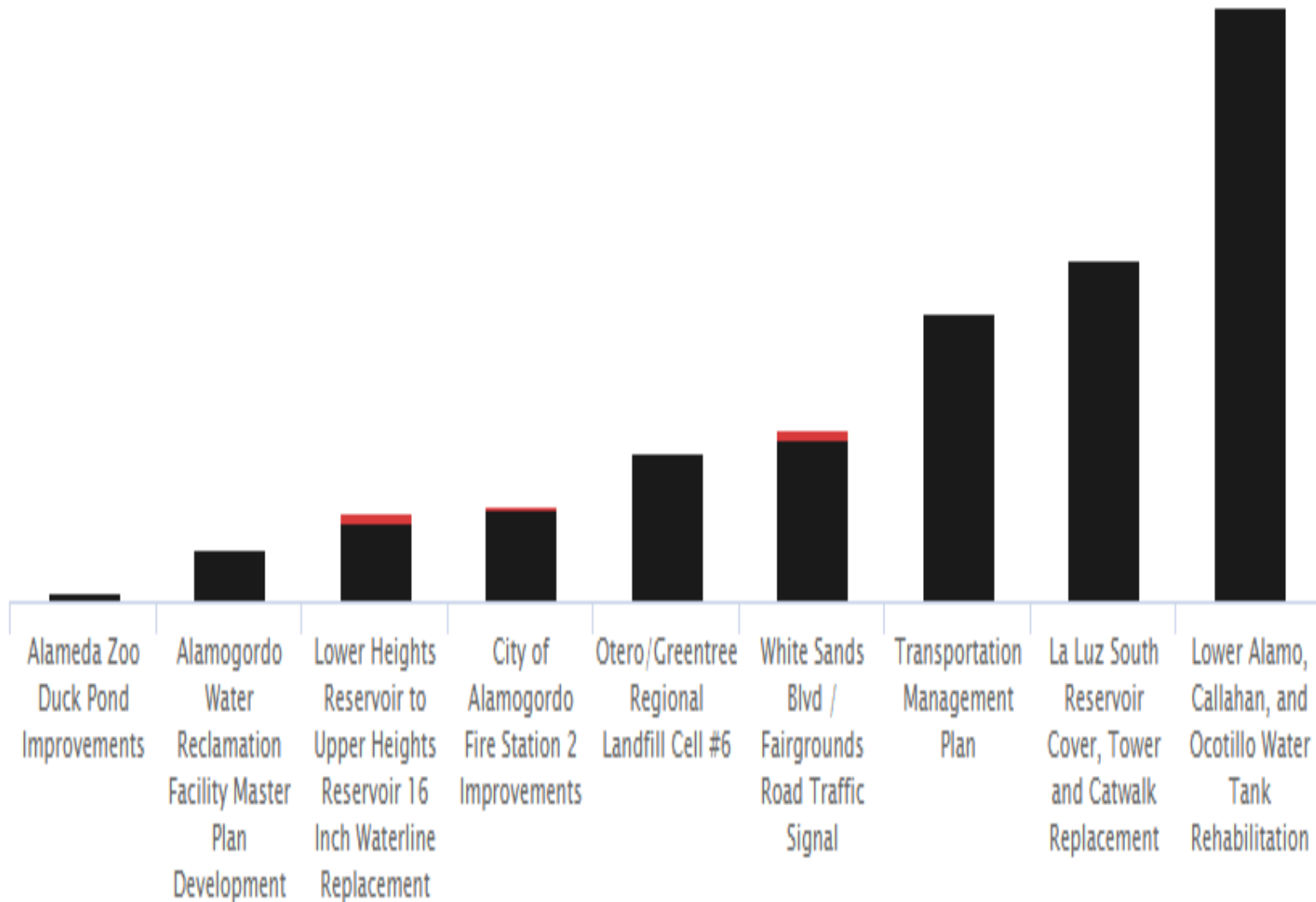
Projects by Department



Projects by Budget

Projects By Budget

Over Budget Under Budget Budget Cost at Completion



Projected Budget

\$23,803,674.93

Estimated Cost at Completion

\$24,130,139

Total Over Under

(\$326,465)

Over Under %

-1.37%

Fire Station 2

- Currently at 42.33% completed
- Scheduled to be completed in June.

Projected Budget

\$1,229,378.00

Estimated Cost at Completion

\$1,309,514

Total Over Under

(\$80,136)

Over Under %

-6.52%



Library North Patio

- CES contract.
- Awarded to Crosstown Construction.
- GRANT - \$125,000



La Luz Reservoir

- Currently 4.98% completed
- Waiting for Tower Design

Projected Budget

\$4,586,280.64

Estimated Cost at Completion

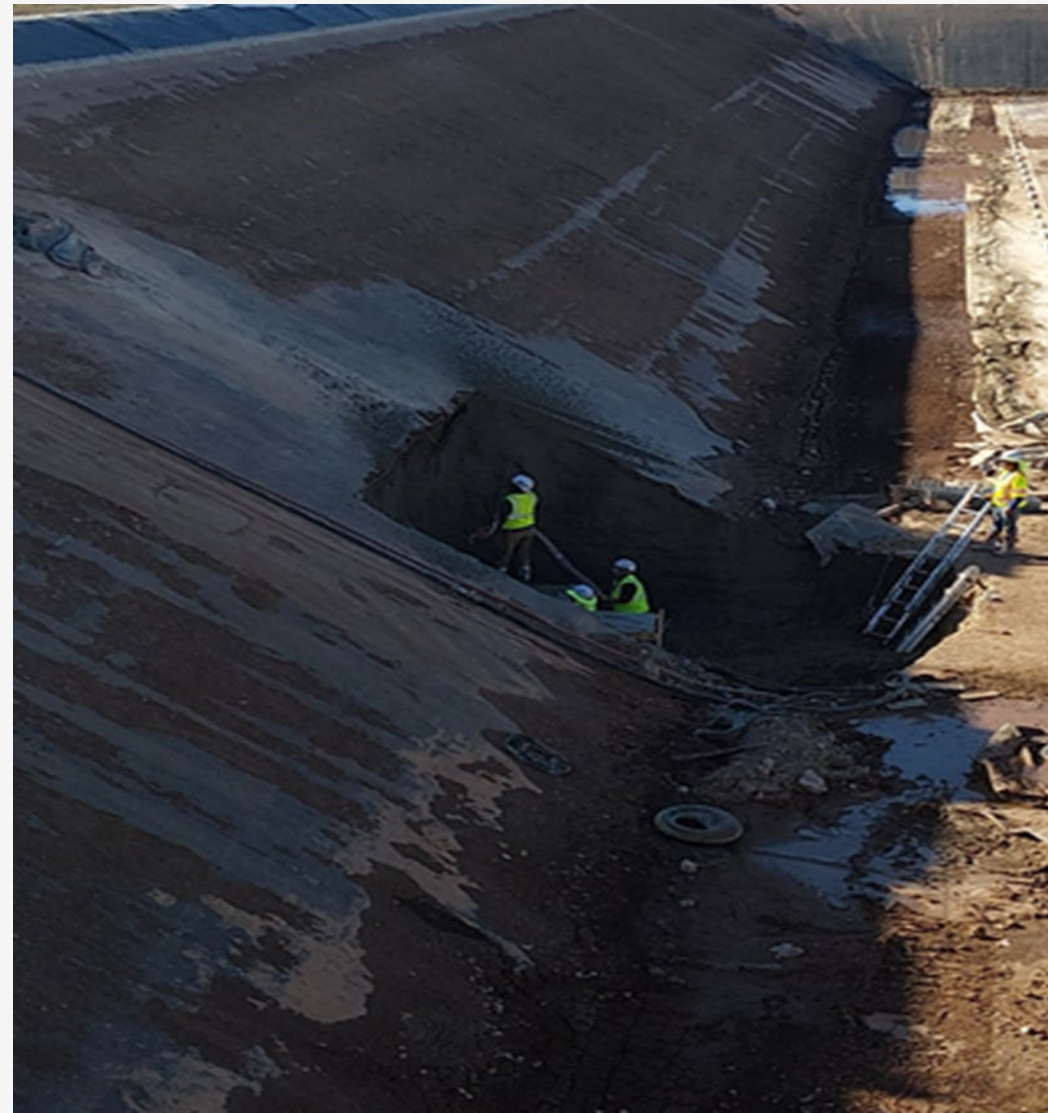
\$4,586,281

Total Over Under

\$0

Over Under %

0.00%



Upper and Lower Heights Waterline Replacement

- Currently 95.95% complete
- Change Order 1 in progress

Projected Budget

\$1,067,880.00

Estimated Cost at Completion

\$1,203,670

Total Over Under

(\$135,790)

Over Under %

-12.72%



Callahan Tank

- Currently 3% completed
- Scheduled for completion in June.
- Currently, savings is at \$442,800

Projected Budget
\$7,999,347.62

Estimated Cost at Completion
\$7,999,348

Total Over Under
\$0

Over Under %
0.00%



F4 Project Phase 2

- Budget is at \$40,000
- Will be completed by July 2nd



Senior Center Parking Lot

- CES project
- \$150,000 grant
- Create a parking space for city vehicles and buses at the senior center



Zoo Duck Pond

- Currently at 15% complete

Projected Budget

\$134,800.54

Estimated Cost at Completion

\$134,801

Total Over Under

\$0

Over Under %

0.00%



Fairgrounds Intersection

Projected Budget

\$2,203,069.62

Estimated Cost at Completion

\$2,313,609

Total Over Under

(\$110,539)

Over Under %

-5.02%

- Currently 42.33% completed
- Scheduled to be completed in June.



Landfill // Cell 6

- Currently 23.24% complete.

Projected Budget

\$1,998,402.71

Estimated Cost at Completion

\$1,998,403

Total Over Under

(\$0)

Over Under %

0.00%



Cope Building

- Statewide agreement
- Awarded to White Sands Construction
- Grant \$400,00



Shovel Ready Project

WSRP 002 (Waterline Sewer Replacement Program)

Valley View Drive Rehabilitation

Road Striping City Wide

Balloon Park

Granada Hills Waterline Replacement

Sewer and Storm Drain Replacement

WSRP 001 Phase 2

WRF Sludge Disposal Area Expansion

Landfill Fencing

Convenience Center Rehabilitation

Shovel Ready Project

Shovel-Ready projects are projects that the city has currently completed at 100%, ready for bidding or ready to find grants and funding for.

Highway 54/70 Waterline Replacement

Well Transmission Line

Canal Ditch

Hamilton Road and Ditch

Granada Hills Waterline Replacement

Well Transmission Line Phase 6

Thank you

For your attention

In the works for design

Washington Canal

The Washington Canal Improvement Project is a comprehensive plan to upgrade canal infrastructure from Indian Wells to McKinley Channel, including all crossings, over a 5–10-year period, depending on funding. This initiative not only aims to enhance water management but also to improve connectivity and create recreational spaces. A new basin will be developed for parks near the Oregon school, and infrastructure improvements will include the relocation and connection of 18th Street/Oregon to 18th and Washington..

Zoo Bear Enclosure

Currently awaiting DFA Approval // To extend the existing Bear Enclosure with a new pond area for the bears, giving them more space.

WSRP 003

15th Street – White Sands Blvd. to Hawaii Avenue // 14th Street – White Sands Blvd. to Hawaii Avenue // 13th Street – White Sands Blvd. to Florida Avenue // 12th Street – Florida Avenue to Hawaii Avenue // 7th Street – Washington Ave to College // 8th Street – Washington Ave to College // 9th Street – Washington Ave to College // Spruce Avenue – 7th Street to 10th Street // Maple Drive – 10th Street to Aspen Drive // Juniper Drive – Spruce to Aspen Drive

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 5.

Submitted By: Beau Dylan Aleshire

Subject: Approve the minutes for the Budget Hearing Workshop on May 4, 2026, the Regular Commission Meeting on May 12, 2026, and the Special Commission Meeting on May 18, 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 BUDGET HEARING WORKSHOP DRAFT MINUTES
5:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
May 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 5:31 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 Tapley.

APPROVAL OF AGENDA

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

WORK SESSION

1. Presentation of the Preliminary FY2027 Budget. (Evelyn Huff, Finance Director)

Finance Director Evelyn Huff gave her presentation.

Revenue Assumptions

Commissioner Pattillo asked if the negative 35% was the real number. Would you say it's different from that? Finance Director Huff said it is different from that because there is so much revenue currently in FY26 that will be realized in FY27. I think it is an inflated number based on what FY27 will actually become. He asked what it would be closer to. She said with Bond and Loan Proceeds, I expect we will see \$7,000,000 of that this year. You carry that \$20,000,000 over, and we are getting up to \$96,000,000. Same thing with the grants, which will probably carry over \$9,000,000. You are probably getting closer to being just about even. He asked what the worst case was. She said there really was not a worst case in terms of revenue, because even revenue that is going to be carried over is already dedicated. The only thing I would say as the worst case would be if we were so over-budgeted in a category that we did not realize that revenue. We do a lot of hedging to ensure we do not get into that situation.

General Department

Mayor Pro-Tem Rardin said on Page 4, your General Administration percentage is off by a little bit. It shows a negative \$3,000,000. Finance Director Huff said these came directly from the software. We calculate these. There is definitely something wrong with their formulas for the totals. He said he had noticed quite a few of them were like that. She said the percentages are not even close. He asked what the current year's revised budget was. She said 2026. He asked what project level three was. She said 2027. The column to the far right, right before the percentage, is the 2027 budget we are presenting to you. He said so the CY revised is where we are at now. She said yes, those are the last approved budget numbers from the Commission for FY26.

Mayor Pro-Tem Rardin asked what was in the GIS contract work and what it entailed. It is a pretty big number. Finance Director Huff said for the last six years, we have been contracting with Better IT Services to do GIS work. It has been very successful. We have been able to go from an online platform, and now we are on enterprise. So we

own GIS servers and have the full GIS suite, which allows us to integrate a lot of different platforms and provide more GIS information. Former GIS/Land Management Coordinator Tony Pistili retired. That is a hard position to recruit for, and there are not a lot of GIS people out there. Instead of trying to recruit another person in-house, BITS provides our full GIS now. Three people are dedicated to doing all the GIS work. They have been instrumental in updating all our maps. We are moving forward with more GIS mapping, like getting the pipes and meters situated. He asked what this had cost in previous years. She said it was \$135,000 before we moved to having them do all the work. They were previously just consulting for us. He said so it was \$135,000 plus the salary of the gentleman who retired. She said correct. Commissioner Pattillo asked if that included software as well. Finance Director Huff said it does not include software. When we bought the Enterprise suite, we did not have to do yearly upkeep like before. We are in a different bracket with it.

City Manager

Mayor Pro-Tem Rardin asked why the numbers for FY26 were \$125,000, and then they jumped to \$365,000. This is on Page 12. The one on the right is \$487,000, then over to the left is \$365,000, and the next is \$125,000. Finance Director Huff said those are totals. Those are all the lines totaled together, if they are in the gray bar. Below that is the salary. He asked why there was such a huge increase between the two. She said in FY26, I did not have \$185,000 budgeted for the City Manager. He asked if that was the difference between \$365,000 and \$487,000. She said that was part of the difference. The other part is some of that is still projected in Fund 105. I need to correct that. The Assistant City Manager's salary was split.

Mayor Pro-Tem Rardin said for the benefit group health, why do we have a 65? Is it because you are shifting stuff around? Finance Director Huff said she had it budgeted at full family for the City Manager at 100%.

Legal Department

Mayor Pro-Tem Rardin asked what the 102% increase in salaries in operational and legal was. Finance Director Huff said the Assistant City Attorney, which was budgeted in FY27, was not budgeted in FY26. He asked if we were looking for an Assistant. She said we are. We have started a recruiting process for that.

Finance Department

Commissioner Robinson asked who does our audits. Finance Director Huff said Carr, Riggs, & Ingram. Commissioner Robinson asked if they were in Albuquerque. Finance Director Huff said yes, but the senior partner who does most of our stuff is in Lubbock now. Mayor Pro-Tem Rardin said that it is a large increase. Finance Director Huff said yes, I am going to have to do a revision on it. He said it doubled. She said it was \$65,000 to \$80,000. He asked if it was \$65,000 last year. She said yes. I will have to increase that some too. He asked if it would go higher than \$80,000. She said no, higher than \$65,000. He asked if they still had a local office here. She said they do.

Bench Warrant

Mayor Pro-Tem Rardin asked why there was a \$6,000,000 jump on Page 31. Finance Director Huff asked if he was referencing the blue line that had Public Safety. He said yes. Why is there a \$6,000,000 difference between '26 actuals and the current year revised? She said it was because we had not spent \$6,000,000 on what we budgeted yet. Our actuals are only through when I ran this report, which was last week. We still have a whole quarter to go. It is very rare that we spend every dollar we budget. On thick blue lines like that, like with 400 Safety, that is totaling everything in the 400 division, like Police, Dispatch, and Animal Control. He asked if some of the increase was Dispatch. She said yes.

Animal Control

Commissioner Robinson asked who we were doing the phone service with. Finance Director Huff said phone service charged through here is with CenturyLink. We have been able to cut down some of that because we don't need as many hard lines as we used to.

Dispatch

Mayor Pro-Tem Rardin asked if she felt comfortable with \$1,600,000 overall being enough. Finance Director Huff said she does. We were very diligent and went through it with them. Salaries and benefits are based on the people we have in there. Vacant positions are based on lower levels. There could be some adjusting if we get more certified people to apply versus trainees. The biggest one is that contract services ensure they have the software and services.

He asked when the last year was that we had Dispatch under us. She said 2022, and it was about \$900,000 for the total budget. Commissioner Burnett asked how many total positions there were. She said seventeen. Commissioner Pattillo asked if the \$1,600,000 would cover the transition. She said yes. The consoles are set up, the room is set up, and we have done all the adjustments. We still have some technology we need to buy, about \$50,000 to \$60,000 of servers and things to make our internet connection fully redundant. We have gotten through the initial capital outlay and are now in the operating phase for FY27. Mayor Pro-Tem Rardin asked if some of this came out of Fire's budget. She said no. Fire and APD share the General Fund. He asked if this was all taken out of APD. She said it is taken out of the General Fund. We did not cut APD or Fire to do Dispatch. He said it was showing out of APD's budget rather than Fire. She said no, they are all under Public Safety.

Police Department

Commissioner Robinson asked how many officers we currently had. Police Chief Kunihiro said currently hired, forty-nine. Commissioner Pattillo asked if there was a line item for the Flock Safety contract. Finance Director Huff said we do not. Our policy with the Flock Safety contract was that we were not going to budget that until they completed all installation and gave us the final accounting of it. They have not done that yet. We are still waiting on one camera. Police Chief Kunihiro said correct. She said so we do not have a line added. However, there is opioid money that is allocated to paying for a portion of that. Commissioner Pattillo asked if we had an estimate on that figure. She said we were allocating \$100,000 from the opioid fund to cover it. It was about \$250,000, so that will be about \$150,000 from the General Fund. There are other gross receipts options for that as well. He asked if that would take effect next year. She said if they get that camera. Mayor Pro-Tem Rardin asked why it was so expensive. She said it gives you another set of eyes. He asked how many cameras we got for \$250,000. Police Chief Kunihiro said he would rather not share the number of cameras if he did not have to, but fifty to sixty. Mayor Pro-Tem Rardin said there was a post on Facebook that showed the location and how many of all of them. Are we looking at twenty to thirty cameras? Police Chief Kunihiro said between fifty and sixty total, as a combination of license plate readers and cameras. Mayor Pro-Tem Rardin said it would roughly be \$250,000 a year. Have we seen any impact since putting them in? Acting City Manager Hernandez said for perspective, one officer is over \$100,000. Mayor Pro-Tem Rardin asked if there was an impact on solving crimes. Police Chief Kunihiro said we put out a press release about an arrest last week. They absolutely have an impact.

Mayor Pro-Tem Rardin said we spend a lot of money on car washes. How many vehicles do we have? Police Chief Kunihiro said seventy.

Fire Department

Mayor Pro-Tem Rardin asked what the 66% increase in health insurance was on Page 58. Is that due to the premium increase? Finance Director Huff said that is the difference in allocation and the difference in how many people take insurance.

Commissioner Pattillo said there was an 83% decrease in communications and maintenance. Finance Director Huff said if you look back at historical, it was 00. They spent \$857. So far this year, they have spent \$167. A \$6,000 budget is not supported by \$857 and \$168. We brought that down to \$1,000 to get that in line with what we have seen historically.

School Resource Officers

Mayor Pro-Tem Rardin asked why overtime was cut so much. Finance Director Huff said the department looked at it and did not see justification for the overtime hours they were working to keep it that high. He asked why there was a massive 88% decrease in group health for the resource officers. She said they are totally different officers. All of them are different.

Mobile Crisis Response Team

Commissioner Robinson asked if most of their training was done online. Finance Director Huff said no, they travel quite a bit. They will be affected by our upcoming travel policy. Mayor Pro-Tem Rardin asked why we are taking a big jump with their operational salaries. She said they have a position that is approved through the County. The County approves how much it gets paid. He said so they approve it, but we have to pay it? She said they do, but they also give us the money for it. They reimburse us. We also moved two positions left in APD over here. He asked

if they reimbursed for a portion or the whole thing. She said the whole thing.

Cannabis GRT

Commissioner Robinson asked if this came from the State. Finance Director Huff said yes, but it is the gross receipts tax they collect from dispensaries. He asked how we got our portion. What is the percentage? She said it is extremely hard to project. It trends all over the place. It was very level for two years, but now it isn't. Mayor Pro-Tem Rardin asked if we had any way to track this. She said she thought it was all over because they are doing corrections all the time. He said in the past, they would send us some one month, then send more of what they owed us the next. She said March of last year went through the roof, then it completely dropped off in April. Regular gross receipts tax is pretty linear and stable, but cannabis is all over the place. Commissioner Robinson said in terms of fiscal policy, what do you do with funds that are coming in all over? She said we use an average instead of trying to just look at the last year. Cannabis GRT is fairly new, so we have been using the entire life as the average. Mayor Pro-Tem Rardin said a lot of those stores have been dropping off. Several have closed in the last few months. That may be part of what is happening. She said that could be part of it. Perhaps they audit you when you close and issue a big bill. I am not sure.

Planning and Zoning

Commissioner Pattillo asked what we based the revised budget number on. Finance Director Huff said it was based on feedback from the department during the budget process. The utility permit one needs to be revised because it has exceeded what we expected.

Internal Services

Mayor Pro-Tem Rardin asked why the healthcare was going up 205%. Finance Director Huff said part of them was allocated to Fund 81. This is bringing everything back under Fund 12, and not allocating it twice. Two employees also took different healthcare.

Mayor Pro-Tem Rardin asked what we used to contract out purchasing. Finance Director Huff said they had a one-time contract to look at purchasing ordinance. The \$34,000 is from that.

Human Resources

Mayor Pro-Tem Rardin asked what investigative services entailed. City Attorney Mori said the big one is employee grievances, like if one is filed against a supervisor or another employee. Also, possibly arbitration. A lot of the time, we see it in unions, but also in grievances.

Facility Maintenance

Mayor Pro-Tem Rardin said there was a large group health increase of 84%. Finance Director Huff said they had a lot of vacancies last year. There is something in their codes where it did not roll all their health insurance into the projection last year. Two employees, for some reason, will not roll into salaries and benefits. I did not catch that last year, but I did this year.

Mayor Pro-Tem Rardin asked what the chemical line was. Finance Director Huff said pool chemicals.

Mayor Pro-Tem Rardin asked why we had a subscription for school zone software for flashing lights for the schools. Is it just because it is on our road? Finance Director Huff said that was a good question. We handle the majority of street lights. He asked if the schools reimbursed us for this. She said no.

Mayor Pro-Tem Rardin asked if we supplied those tools for employees. Finance Director Huff said yes. He asked if they supplied their own. She said no.

Information Technologies

Mayor Pro-Tem Rardin asked what we did with outdated equipment. Finance Director Huff said it goes up for public auction on publicsurplus.com. We usually sell out IT stuff in pallet form.

Commissioner Pattillo asked why IT was less this year. Finance Director Huff said she trimmed some contract services and projects that did not need to continue because they had been completed. There was also a contingency

for unforeseen software that I took out.

Software

Commissioner Pattillo asked what Central Square was for. Finance Director Huff said right now, we are only using it for Utility Billing and the land management model in Planning and Zoning. We are working on phasing that out, but our meters are tied into Central Square. As we start doing our meter replacement, we will get that changed out. He asked if it was a processing service. She said no, it was an accounting system. We do not use Square. Mayor Pro-Tem Rardin asked if there was a fee. She said there was a yearly fee. I will be able to cut it down more this year.

Fleet Services

Commissioner Robinson asked when the new vehicles would be delivered. Finance Director Huff said they are ordered, but that is about it for now.

Mayor Pro-Tem Rardin asked what would qualify for contract services. Like sending something to a dealership? Finance Director Huff said something not completely covered under warranty.

Mayor Pro-Tem Rardin said for software, we budget \$20,000, but he only spent \$7,800. Why is that? Finance Director Huff said he has additional software he will need to talk to the electronic vehicles we have. They will be a part of the turnover lease. Right now, we do not have anything that is a full EV, only hybrids. We are diligent in driving them to ensure the batteries stay charged. Mayor Pro-Tem Rardin said that it is a huge expense.

Mayor Pro-Tem Rardin asked what the 116% increase in transfers-in from Fund 81 on page 3 was. Finance Director Huff said she increased their allocation because of the increase in software and IT services they use.

Fund 20 - Lodger's Tax-City

Commissioner Pattillo asked about the Lodger's Tax. Finance Director Huff said this was formerly the Lodger's Tax Fund, back when we had it. This was the portion dedicated to tourism.

Mayor Pro-Tem Rardin said this says we have mandatory flood insurance for the Civic Center. Why do we have to have that? Do we owe money on the building? Finance Director Huff said that comes from the New Mexico Self-Insurer's Fund. They are the ones who say we have to have it to do our property insurance. He asked why certain buildings need it and others do not. She said we are much higher here than they are there. This building is higher up, and that one is flat.

Fund 24 - Grant Capital Improvement

Commissioner Pattillo asked why there was a climb year-over-year. Finance Director Huff said we have been much more successful with Capital Outlay. Gas and oil money went up, so the State had more money to put into Capital Outlay.

Fund 28 - Police Contingency

Commissioner Robinson asked who did our investments. Finance Director Huff said the bulk of our investments are with Morton Securities, in low-yield and low-risk bonds. He asked where the company was. She said they were based out of Utah.

Fund 31 - Cemetery-Perpetual Care

Mayor Pro-Tem Rardin asked what kind of advertising the Cemetery did. Finance Director Huff said part of that is mapping everything out. There was concern that they might need to put some advertisements out for that. He asked if that was like legal advertising. She said yes. He asked where we were with the Cemetery's capacity. Parks and Recreation Director Bass said twenty more years. He asked how much more room was left in the cremation area. Would it get us twenty more years? She said something unintelligible.

Fund 32 - Community Services

Alameda Park Zoo

Mayor Pro-Tem Rardin asked what building we rented from Union Pacific. Finance Director Huff said we do not rent

a building, we rent an alley. We pay since we are so close to the railroad.

Alamogordo Public Library

Commissioner Robinson said there has been a lot of work done at the library. Finance Director Huff said they had a State Capital Outlay Grant to do the North Patio Area. It is progressing quite nicely. He said the inside too, for ventilation. She said yes, they also had some local money for fire systems, and they were part of the energy efficiency contract we did.

Commissioner Pattillo asked why there was a 30% decrease for the Library. Finance Director Huff said that was mostly because of the change in books and periodicals, which was a big decrease on a relatively smaller budget. Commissioner Robinson said more things are going online. She said yes, and that State GO bond actually funds the library well. We want to maximize that and County money.

Weeds and Drainage

Commissioner Burnett asked if we were doing ditch running on the south side of the Golf Course, on Number 11. Are we clearing that out? Finance Director Huff said yes, that is one of the K&G task orders.

Fund 63 - Community Development

Commissioner Pattillo said the FEMA and zoning review fees show nothing from 2023 to now. Finance Director Huff said right, because it was in the General Fund. He asked if it was shown there. She said yes. Those are the ones we looked at, and I said it took us a long time to get it lined out, and some were in the wrong lines.

Safety Department

Mayor Pro-Tem Rardin asked if the supervisor in that department was really paid \$116,000 in salary and benefits. Finance Director Huff said no, that is two positions, that of the Safety Coordinator and the Safety Specialist. The Safety Specialist should not be in that. I will need to move it. He said they should be on the operational side. Aren't they all supervisory? She said no, they are not.

Commissioner Robinson asked if there were a large number of accidents being reported. Finance Director Huff said someone in the crowd said yes. Commissioner Robinson said safety should be proactive. She said absolutely, I know Utilities Director Nunnelley is working hard on that, and Community Development Director Dowhanik-Baron will work hard on that as well. We are working on launching a new software that will keep better tracking of our employee safety training and has more accountability of safety features. Safety is on the forefront of everyone's mind.

Mayor Pro-Tem Rardin asked who we were buying stickers and poker chips for. Finance Director Huff said that was outreach for the employees. Stickers for hard hats. If you are being safe on the job, you get a token poker chip. It goes a long way towards increasing morale.

Fund 71 - Alamo Senior Center

Commissioner Robinson asked about marketing. Finance Director Huff said we do not market it as much as we should and probably could. Every time someone goes in and participates in one of those programs, it is logged, and we report all of that to the State. The more participation units you have, the better chance you have to get and keep funding. Acting City Manager Hernandez said our Senior Center is a poster child, especially for the number of volunteers, over 100, that we have. Per the State, that is unheard of.

Mayor Pro-Tem Rardin asked why the salaries were increasing so substantially. It is a 75% increase. Finance Director Huff said that it probably needs to be looked at. Something is going on with the part-time. I agree that it does not look correct.

Mayor Pro-Tem Rardin said Page 3, a \$10,000 line and a \$35,000 line have the same description of what is being purchased. Finance Director Huff said yes, one is the Federal line, and one is the State line. Each line represents a different project. He said so we spend a total of \$45,000, but each part comes from one. She said correct.

Fund 75 - Retired & Senior Volunteer Program

Mayor Pro-Tem Rardin asked if the 3200% in group health was a typo. Finance Director Huff said we would look at

that.

Fund 81 - Water/Sewer Operating

Commissioner Pattillo said there were big decreases in the Bonito Lake Water Supply and the Utilities Department as a whole. Finance Director Huff said a lot of that is tied into capital. There is at least \$28,000,000 in capital budgeted, which you will see as we get further down, that is budgeted in '26 but not '27, and it will carry over. Page 3 of 52 is the Bonito Lake Restoration, which shows \$479,151 budgeted in FY26 but not FY27.

Commissioner Robinson asked if they had looked at outside contracts regarding the billing clerk vacancies. Finance Director Huff said she had, but it is hard because it isn't a skill that is readily available. We would still have to train. Training temporarily may be where we have to go. We interviewed seventeen people and managed to hire one. The rest either did not pass the background check, credit check, or declined the job.

Utilities - General Administration

Commissioner Pattillo asked what year the rate increase took place. Finance Director Huff said FY25. This will be the third increase. He asked if it would be unfair to say we have not captured a lot of that revenue because of the utility billing issue? She said no. We are still billing, collecting, and cutting people off. He asked if the number said that. She said yes. When we get to the revenue, the numbers are right-on based on what we had projected and what we are hitting. He said there is a gray bar for Utility Billing on page 7 of 52. What does that include? She said it is only expenditures.

Commissioner Robinson asked if they ever considered doing a video. Finance Director Huff said yes, they have discussed doing marketing videos and getting information out there about what the rates are paying for.

Fund 81 - Revenues

Commissioner Pattillo asked how much of an issue Utility Billing has been to this effect. Finance Director Huff said the biggest issue is being unable to have the windows open more. All billing goes out on time, and the cycles are running. It is more about being able to provide that higher customer service of being open all the time. Unfortunately, it gets to a point where, to get the bills out, which we have to do by ordinance, that we have to have something to get somewhere. He asked if the Utility Billing hours did not seem that impactful or that big a deal in terms of revenue collection. She said no, we are still collecting revenue and people are utilizing the online system and drop box. The majority of bill payers use drop box, mail, or online. The people it impacts are those signing up for new service, and those who feel more comfortable coming in to pay face-to-face. He asked what the projections of the billing revenue would be with the increase. She said we have been working off that every fiscal year since it was put in place. They are all directly from the rate study. All user fees from Fund 81 are directly from the rate study. Mayor Pro-Tem Rardin asked what the percentage was for the 3rd year. She said 20%. It goes 20%, 20%, 7%, and then CPI.

Fund 86 - Solid Waste Collection System

Mayor Pro-Tem Rardin asked what the large increase in group health was. There is a 7% increase in salaries, but it says 330%. Finance Director Huff said the salary and role benefit is not correct on Fund 86. I will need to correct it.

Fund 94 - Otero Greentree Regional Landfill

Mayor Pro-Tem Rardin asked what the retirement benefits were. They dropped 74%. Finance Director Huff said that was PERA. I think something is missing there. We will have to go back in and look. He said Workers' Comp on Page 3 of 13 was a bit odd too. She said she agreed.

Commissioner Burnett asked how much stuff from Ruidoso was still being dumped out there. Utilities Director Nunnelley said they were completely cut off now because we were running out of room. Finance Director Huff said they are in the process of constructing a new cell, but it is just not there yet. Commissioner Burnett asked if they were taking stuff to Roswell. Utilities Director Nunnelley said something unintelligible.

Mayor Pro-Tem Rardin asked why the general liability for some departments was going up considerably while others were not. Finance Director Huff said that was because some of it last year was budgeted too low. That makes it look like a big increase, when really, it was just too low last year.

Mayor Pro-Tem Rardin asked when the site improvement would be done. Utilities Director Nunnelley said something unintelligible.

Fund 126 - Opioid Funds

Mayor Pro-Tem Rardin asked if there were limitations on how these funds could be used. Finance Director Huff said yes, it has to be something that decreases the number of opioid users, helps rehabilitate opioid users, deters opioid users, and provides counseling, I think as well. It is pretty limited. Acting City Manager Hernandez said we were able to justify some of that funding for the Flock cameras. That was part of the money we were going to try to do an RFP for potential housing for homelessness. He asked if the money could be used to fund COPE or a similar organization. She said we use part of it for DARE. I do not believe it can be used for COPE. That is domestic violence. Finance Director Huff said unless they were doing something like drug remediation. There is a large guidance document attached to this with a lot of stipulations.

Commission Closing Comments

Commissioner Hernandez said the public has made comments about using money to fix potholes or roads. For the public, can you explain how those funds work? Finance Director Huff said Fund 109 is our major capital improvement fund. Funds out of 109 have to stay in Fund 109. They have to be used for street capital. There are no transfers out of 109 for operations. The only thing that comes out of there is debt service, then capital. Fund 44, the Street Operations Fund, is funded by Fund 42, which is Gross Receipts Tax, which is also the same. It is designated specifically for street maintenance and street maintenance repairs. The only thing transferred out of Fund 44 goes to Internal Services. Commissioner Hernandez said there is miscommunication, misunderstanding, and misinformation going out about how funds are used and why the City cannot just do this. She said it is rare for us to have funds that do not have some sort of strings attached. All of the Gross Receipts Tax has requirements attached.

ADJOURNMENT

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on May 26, 2026.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR DRAFT MEETING MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
May 12, 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 6:30 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.**

PRESENTATIONS

1. Presentation for the proposal of an Urban Air type facility. (*Chaparral Middle School Leadership Students, Leadership Teacher Grant Messer*)

Chaparral Middle School Leadership Students Lily Alday, Pearl Abdullahi, Oceayana Wilkerson-Hall, and Eleina Cisneros gave their presentation. Mayor McDonald said she commended the students on their detailed presentation and everyone who assisted them.

2. Animal Control facility presentation and update. (*Dwain Martinez, Animal Control Manager and David McColley, APD Lieutenant*)

APD Lieutenant McColley and Animal Control Manager Martinez gave their presentation.

PUBLIC COMMENT

1. Tamara Hansen said she was the President of the City Worker's Union, AFSCME Local 3818. She said each person on the dais took an oath to serve the people of Alamogordo, including the workers who maintain our public spaces, keep services running, and those who care for the Desert Lakes Golf Course. Your responsibility is to the public, not special interests, cliques, or the loudest voices in the room. This issue isn't just about golf. It is about jobs, public accountability, and the kind of city Alamogordo wants to be. It is poor economic policy to take career opportunities away from City residents and replace them with uncertain private-sector jobs. You cannot sustain and grow a community on low-wage and unstable work. You cannot ask young people to stay in Alamogordo while eliminating the very jobs that give working families a reason to build a life here. There is no major industry in Alamogordo. Everyone cannot work at Holloman, in real estate or healthcare. The City itself must remain a source of stable, skilled, and community-sustaining employment. Part of that workforce is the skilled Golf Course Maintenance Crew you are now considering pushing aside. These workers are not disposable. They are trained City employees, residents, taxpayers, neighbors, and members of this community. In a time of economic uncertainty, this Commission should not be taking away livelihoods, health care, and stability without first proving that doing so is necessary, responsible, and truly in the public interest. Tax dollars paid for the improvements at Desert Lakes. Tax dollars paid for the irrigation system. Tax dollars paid for the specialized training needed to maintain it. Those tax

dollars came from all of us, not just golf course patrons. Desert Lakes is a municipal golf course that belongs to the public. It should remain accessible, accountable, and operated for the benefit of the whole community. Privatization and dynamic pricing risk moving that public asset further away from the people who paid for it. Show some confidence in the City's own investment, in the workers you have trained, and the public workforce you already have. Alamogordo is capable of managing its own municipal golf course. The answer is not to outsource these workers. Invest in them, retain them, and support them so they can keep serving our community.

2. Tamara Hansen read a letter from Jane Doe. Jane Doe said to set the record straight, the Family Fun Center Bowling Alley was a Commission-led initiative, not to be confused with one led by City staff. The Commission decided to build it, have a contractor run it, and operate the entire facility. No City staff were ever working at the Family Fun Center Bowling Alley. When the contractor disappeared and defaulted on the contract, the City was left with a facility they could not enter, inspect, or operate until after a fairly lengthy legal process. When the City finally entered the facility, they found damaged equipment and numerous unmet maintenance needs. They also found the liquor license suspended because the contractor had not paid the taxes owed. Can the Commission guarantee to the citizens of Alamogordo that this will not happen to the Golf Course? Can you guarantee that the taxpayer-funded equipment and facilities will not be damaged, stolen, or shut down for a period of time if the contractor defaults on their contract? Do you realize that if this happens, there would be no restaurant, pro shop, or golfing, and, depending on how long the legal issues take, it could kill the entire course after the millions of dollars spent to start the rehabilitation process? The City would be locked out of its own facility, just like the Bowling Alley. Will the Commission take responsibility for this? Keep golf course maintenance in the hands of the facility and protect the investment.

3. Alberto Palafax said he had been a City employee for four and a half years, and was here as a member of AFSCME Local 3818, as one of the workers who helped take care of Desert Lakes Golf Course with pride, skill, and dedication. Outsourcing our jobs would be a mistake. It would have an immediate effect on seven City employees and Alamogordo, as well as other delayed consequences. The seven City employees would lose their jobs, benefits, insurance, and retirement. I do not believe the community would be in favor of increases in golf fees, annual membership passes, or the termination of private golf cart use, yet that is a possibility if golf course maintenance is given to a private contractor. Our Golf Course Maintenance Supervisor was able to obtain approved funds for a \$4,000,000 irrigation system, new water pumps, and windmills. This would be a gross mismanagement of money partially obtained by tax dollars.

4. Thaddeus Gilmore said he was the Assistant Superintendent at the Golf Course and a union member. I have three serious concerns that all point to one issue: whether the public is being given the full truth before major decisions are made with our money, our public works, and our public assets. There are serious questions regarding a settlement with a former City Manager. If the City paid hundreds of thousands to remove a City Manager hired only a few weeks ago, the public deserves full transparency. This is public money, and when it is spent at the level it has been, the people have a right to know what happened, who made the decisions, and whether they are good for Alamogordo. If the former City Manager was raising concerns, enforcing rules, or requiring proper procedures to be followed, then removing that person raises more questions. That is precisely their role. The Commission cannot expect the public to accept silence on a matter of this magnitude. Secondly, I am deeply concerned about any effort to privatize our public assets, including our parks, fields, green spaces, and our golf course. These places belong to the people of Alamogordo and were paid for by generations of taxpayers. They are not bargaining chips or private business opportunities. Before any step is taken towards privatization, outsourcing, sale, lease, or transfer of public control into private hands, the public should see the full record. That means proposal appraisals, financial studies, communications, meeting notes, cost comparisons, and any discussion with private companies or interested parties. No public land or public service should be moved without transparency. Third, I am concerned with the role of current or existing contractors in these private discussions. It is clearly a conflict and calls into question the integrity of the procurement process. The public has a right to know of exactly their involvement. Was the process truly open and competitive? Were alternatives considered? It appears to be preferential treatment to insiders who were given special access, influence, and information that the public and workers did not have. I am formally requesting that the City Commission and Administration release all public records related to the former City Manager's release and settlement, any plans involving Parks and the Golf Course, and any involvement or influence by current contractors or potential private operators. This Commission cannot make decisions about public land, public jobs, and public money behind closed doors and expect us to trust a process we cannot see. If these decisions are truly in public

interest, prove it in public.

5. K.D. Owens said the Commission is undoing what they were elected for. You offered Acting City Manager Hernandez a contract, but instead of signing it and agreeing with her, you chose to buy her out. What you are doing to the Golf Course employees is wrong. I want to know how much you are getting in the contract and how much is going on behind closed doors. If we do not get these answers, I am going for three recalls.

6. Echo Johnson said LEDA funds and their use are on the agenda. I wanted to remind the Commission that I have an application and to ensure I was not forgotten. Citizens can request IPRA emails and communications that occur within our City. That way, you get it directly, and not from any news source, fake or real.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following comments:

1. I will invite Community Development Director Shelley Dowhanik-Baron to say a few words. Community Development Director Dowhanik-Baron said the new Community Development Department oversees Engineering, Planning and Zoning, and Safety. I wish to update the Commission about this Department for the two weeks I have been on board. Engineer Sherman is a rock star, self-starter, and go-getter who is taking on all kinds of issues the Department has been faced with. She is taking care of business. We held a team-building exercise for the Department, and our number one focus is customer service. We are streamlining our processes to respond to the public in a timely manner and to improve communication with the public. My door is always open if you have questions. We will be hiring another Inspector shortly and ensuring that all our projects meet City standards.

2. The Altus Award is next week, and will be at 5:00 PM at the Civic Center. There will be a dedication to the Sheffield Clock on Saturday at noon, at the Rutherford Star in Downtown Main Street.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez said he wished to recognize that this week is Police Week. I would like to thank all law enforcement officers for their work to ensure everyone is safe. I would like to recognize a good friend of mine, Officer Kerry Jarrett, who started his career with DPS in 1984, retired in 2006, returned 90 days later, and remains a police officer. For the last forty-two years, he has been helping to protect the City of Alamogordo.

Mayor Pro-Tem McDonald said there will be a ribbon-cutting on Saturday, May 16th, at the Sheffield. They will be donating a family clock. There is a star in the road for Sheriff Rutherford, who was killed years ago. The memorial dedication is at noon. We supplied proclamations for both items, but I will not be able to attend. Commissioner Hernandez said he should be able to do that.

Mayor Pro-Tem McDonald said National Prayer Day was on May 7th, and it was hosted by Christ Community Center. We had a really good attendance. I would like to remind people that if you wish to have a proclamation, please let us know at least five days in advance so we can prepare it.

Mayor Pro-Tem McDonald said she attended the Living Wax Museum at Sunset Hills Elementary School on Monday, May 11th. It was very unique, and students were dressed as heroes, presidents, justices, and civil rights leaders. Kids had a button you could press to hear what they had to say. It was a unique way to get social studies back into schools.

Mayor Pro-Tem McDonald said the Altus Award Celebration will be on May 20th at 5:00 PM at the Civic Center. We welcome everyone, including the Commission, to show up that day for the award.

Mayor Pro-Tem McDonald said the Alamogordo City-Wide Cleanup is on July 18th, from 7 AM to noon. The headquarters will be at the Dudley Community Center and Park at 523 Maryland Avenue. There will be free dumpsters in your district for dumping your junk. Yard cleanup services will be provided to seniors, people with disabilities, and military personnel. There will be free shredding at the Dudley Community Center from 10 AM to 12 PM. The dumpster locations are Indian Wells and Scenic, 2201 Puerto Rico Avenue, 817 North Scenic, Panorama Boulevard by the Fairfield Inn, Walker Road at the baseball park, 1500 Oregon Avenue, and 521 Maryland Avenue.

CONSENT AGENDA

- 3. Approve the minutes for the Regular Commission Meeting on April 28, 2026. (Rachel Hughs, City Clerk)**
- 4. Consider, and act upon, Resolution 2026-12 increasing the Animal Control Fees. (Dwain Martinez, Animal Control Manager and David McColley, APD Lieutenant) (Roll Call Vote Required)**
- 5. Consider, and act upon, Resolution 2026-13 designating the City Clerk as the Custodian of Records and the method of destruction of City records as witnessed shredding. (Rachel Hughs, City Clerk) (Roll Call Vote Required)**
- 6. Consider, and act upon, Resolution 2026-14, supporting the City's commitment to advancing toward a No-Kill Animal Shelter. (Dwain Martinez, Animal Control Manager) (Roll Call Vote Required)**
- 7. Consider, and act upon, approval of Change Order 1, in the amount of \$80,135.50, excluding NMGRT, to National Construction, for changes in the State's wage rates and Sidewalk Addition. (Joseph Samora, Project Manager)**

Mayor McDonald said we will pull Items 4 and 7.

Commissioner Robinson moved to approve Items 3, 5, and 6.

Commissioner Burnett seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

- 4. Consider, and act upon, Resolution 2026-12 increasing the Animal Control Fees. (Dwain Martinez, Animal Control Manager and David McColley, APD Lieutenant) (Roll Call Vote Required)**

Commissioner Tapley said he had a question regarding the fees to be increased. APD Lieutenant McColley said most of the top fees are generated by veterinary clinics. We do not have any control over that. The bottom half of the list are increases we have suggested.

Commissioner Hernandez said he had an issue with the impound fee going from \$20 to \$100. Animal Control Manager Martinez said across New Mexico and other places we looked at, it has gone from \$100 to \$150. We are requesting an increase because the \$20 amount has been in place since I started in 2010. Since then, the cost of food, shots, medications, housing, and running the facility has increased. We have to come up with that money somewhere. APD Lieutenant McColley said costs for water, electricity, and chemicals have increased significantly. These amounts have been in place for at least fifteen years. We would like to increase the amounts and offset costs to give the animal a bit of extra time to get adopted. Animal Control Manager Martinez said the Otero County Shelter started at \$80, went to \$100, and they are considering increasing it further. Regarding nearby places like Las Cruces and El Paso, everyone has theirs around \$100-\$110. Commissioner Hernandez asked whether that would deter someone from coming to get their dog. Animal Control Manager Martinez said that is the surrender fee. Commissioner Hernandez said so the impound is the surrender fee, and it is just worded wrong. Animal Control Manager Martinez said yes sir. Commissioner Hernandez said he would prefer they be taken to the shelter rather than released onto the street. APD Lieutenant McColley said we have also put chipping into place. When someone adopts a dog from the shelter, if the dog escapes, that helps us identify the dog so we can return it to its owner. Animal Control Manager Martinez said the microchipping program is self-sustaining. Acting City Manager Hernandez had the idea to microchip.

Commissioner Burnett asked what a dangerous dog permit was. Animal Control Manager Martinez said that, depending on the severity of the bite, the number of attacks, or both, we issue a seizure warrant and seize the animal. Then we go through the Magistrate Court, and the owner has to defend why they do not think the animal is dangerous. If the judge deems they can get it back, they will need to increase their fence, put it through training, get it fixed, and update it with shots. If the judge deems the animal is not manageable enough to return to the owner, the judge seizes it and turns it over to the City, and we will destroy it humanely.

Mayor Pro-Tem Rardin asked what the intact fee was. Animal Control Manager Martinez said that if someone picks up someone else's dog and brings it to the shelter to reclaim it, and if they have paperwork showing the dog is purebred, they can get it out once without it being spayed or neutered. Any animal that comes in without that paperwork will be spayed or neutered before being returned to the owner, because we are trying to keep the population low. If they want to use the dog for breeding purposes, they have to pay the intact fee to get the animal back without the procedure. Mayor Pro Tem Rardin asked about the dead animal pickup. If an animal passes away, will you all come and pick it up? Animal Control Manager Martinez said we go out and pick them up.

Commissioner Tapley said this shows an approximate 5% increase. Based on the increase by vets, these fees are not 5%. They are more like 30% to 50%. Animal Control Manager Martinez said if that 5% is still on there, I apologize. The amounts are set on negotiating with the vets. Commissioner Tapley asked what the fee was prior to this increase. There is no fee in here; it is blank. It says it is going to \$204.50 for a female. The current vet fee is zero; it doesn't say anything. Animal Control Manager Martinez said the total includes the cost of the shots, rabies, and the animal's spaying or neutering. Commissioner Tapley said so if you get an animal and sterilize it, and it comes back, where does that money go? Who is paying this? Animal Control Manager Martinez said it is paid directly to us. The only thing we get out of it, with cats, is the feline shot. Also, the adoption fee. Everything else goes to the vet. Commissioner Tapley said if the \$204.50 is being charged, who is paying that amount? Animal Control Manager Martinez said the person who adopts the animal. Commissioner Tapley said so if someone comes in to adopt a cat, and you fix the cat, that person will pay the \$204.50? Animal Control Manager Martinez said yes sir. Commissioner Tapley said if it was lower, would more animals be adopted? Animal Control Manager Martinez said absolutely, but the vet costs have gone up for different reasons. I sat down with a vet, and they showed me how their billing has increased just from three years ago to now. It was insane. They are not making money off this. They are doing it at a low cost for the citizens and us. Commissioner Tapley asked how the process for adopting and fixing animals worked. Animal Control Manager Martinez said if you adopt through us, you have to have it fixed through us. You cannot just pick it up, take it home, and decide not to. We started doing that because there was a lot of backyard breeding, especially with pitbulls. They would come in, pick up a dog for \$25, say they would fix it, then breed it and charge \$1,500 a dog. Commissioner Tapley said he wished the fees were lower. Animal Control Manager Martinez said he would love that also. Police Chief Kunihiro said to reiterate, those fees are mostly controlled by the vets and the work they do. We have been able to secure grant opportunities, which allow us to offer half-off or free adoptions to help get animals adopted. Acting City Manager Hernandez said we have met to have RFPs go out, see if we can get veterinarians in our area, and maybe use transportation to get animals spayed and neutered at a lower cost.

Commissioner Hernandez moved to approve.

Commissioner Robinson seconded the motion.

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

7. Consider, and act upon, approval of Change Order 1, in the amount of \$80,135.50, excluding NMGRT, to National Construction, for changes in the State's wage rates and Sidewalk Addition. (Joseph Samora, Project Manager)

Mayor Pro-Tem Rardin asked how many lineal feet of sidewalk are being done. It seems like a lot of money. Is this sidewalk along the road? Project Manager Samora said yes; it will include three drive pads, and it will go approximately one hundred and fifty-six feet. Mayor Pro-Tem Rardin asked if this was a five-foot-wide sidewalk. Project Manager Samora said yes. Mayor Pro-Tem Rardin asked if the drive pads would be beefier for fire trucks. Project Manager Samora said yes, six inches.

Commissioner Hernandez said he pulled it off because of the amount and to be transparent.

Mayor Pro-Tem Rardin said due to that fire station, I will abstain from voting on this.

Commissioner Hernandez moved to approve.

Commissioner Robinson seconded the motion.

Motion Passed with a vote of 6 - 0 - 1. Mayor Pro-Tem Rardin abstained.

NEW BUSINESS

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

Community Development Director Dowhanik-Baron said this was to update regulations so they are more modernized with current construction practices and with what other municipalities are doing. We are looking to protect the health, safety, and welfare of the citizens of Alamogordo with these changes.

Bohannan Huston Planner Treat gave her presentation.

Commissioner Burnett said Doug sent an email that we all read. It had his concerns. Did we ever reach back out to him? Acting City Manager Hernandez said she did, and Community Development Director Dowhanik-Baron also spoke with him. This is the first reading of the publication, so we are still taking all the feedback. The earliest this will come back is June 9th. If we get a lot of feedback, we will work through all those and incorporate or discuss why we can or cannot. Commissioner Hernandez said two points made were about the fifty- to hundred-year flood and the retention ponds. Mayor Pro-Tem Rardin said maintenance concerning the retention ponds. I have concerns too about the bonding, warranty guarantee, and financial guarantee. Is there any way to do a cost analysis of what it will cost developers to do those? We have the public telling us we need affordable housing, but that will increase. The Technical Standards in 2022 increased the cost of lots by \$3,500 to \$4,500 a piece. The bonding requirement will increase the cost of this for each subdivision. The traffic studies will increase the cost. Going from a fifty to one hundred year floodplain will substantially increase the cost. If I am reading this correctly, it says the developer will be responsible for the overflow or detention ponds. How long will it be theirs? Will the City take over that maintenance? Regarding the notice to proceed, I understand the City wants the plans in place, but how do you tell someone they are not allowed to move dirt on their own property without your permission? They invest the money, create the subdivision, put in infrastructure, and then hand it off to the City. Why would we fine them? A lot of times, they will wish to go in, clear land, and do geotechnical before they get an approved plan to the City. If they break ground prior, we will fine them according to this. Maybe we can include stipulations for preliminary dirt work before submitting a plat to the City. Bohannan Huston Planner Treat said the way it is written, it is meant to say construction to start development of what is on the final plat before that can get started to ensure what is planned meets what is in the construction documents, the development agreement, and the materials going in are up to City standards. The way the Code is written, it is meant to pay for after the final plat is approved, not to tell a developer they cannot do what they want with their property prior to the subdivision application process. Mayor Pro-Tem Rardin said there is a penalty for beginning work on the subdivision before a notice to proceed. These guys often go in and rough in where the lots and streets will go before putting any infrastructure in. If they do not have their plat approved by the City at that point, I do not understand how we can hold them responsible or fine them for that. Bohannan Huston Planner Treat said this is how it is written in the current Technical Standards. That is the process we are following here. Acting City Manager Hernandez said the only time we have done anything is when they are working in the right-of-way. We have had this issue come up. The Fairgrounds comes to mind. Mayor Pro-Tem Rardin said a lot of times, they are working in what will be the right-of-way, but they still own the property until the City accepts it. I would like to know what financial impact the traffic studies, one hundred year flood, and the bonding requirements will have on these subdivisions. I think it will really hinder development in our community.

Mayor McDonald asked whether some of the issues coming up tonight had been reviewed and discussed beforehand. Mayor Pro-Tem Rardin said they were. Mayor McDonald said it seemed you were looking at items that needed to be corrected, or where something else needed to be done. Four points were brought up. Bohannan Huston Planner Treat said in terms of the performance financial agreement, and that being 110%, we looked at peer communities. For example, Las Cruces requires 125% of the total cost of infrastructure. The warranty bond started at 15% and we lowered it to 10% based on feedback from the development community and their concerns. You know, they will get this money back as long as the infrastructure is constructed. Mayor Pro-Tem Rardin asked if we would allow phasing of the subdivisions as we have been. Bohannan Huston Planner Treat said yes, of course. He said he had a question pertaining to Section 204-040 E, which states, "the developer shall agree to lay and construct all paving, curb, gutter, and sidewalk", which I understand. Do the sidewalks have to go in prior to it being accepted? She said no. He asked if they could go in as lots are sold and homes are built. She said yes. He said it does not state it that way. Commissioner Burnett said that was a concern someone had. She said we changed the Code, maybe in

a different section, to say they have five years. Mayor Pro-Tem Rardin asked what if you have a lot that is not selling. Does the developer have to go and put sidewalks in? Even if they do not know where the driveways and stuff will be? Acting City Manager Hernandez said she believed they could request a one-year extension. Bohannan Huston Planner Treat said she believed there could be an extension. He said that in that same section, under Item M, it states that long-term maintenance of improvements, such as drainage ponds, shall be the responsibility of the property owner. Subdividers will not want to maintain that fifty years from now, but they will be held to it. She said that is pretty typical, given my understanding of peer communities. The city would not take on the responsibility of drainage ponds, that would be on the property owner. If the developer is not the property owner in the future, there may be HOA fees or another setup that does not require the city to maintain drainage ponds on private property. From what I understand, the City is not able to maintain private subdivision parks and landscaping as it has done in the past. The Parks Department cannot continue to do that. He asked whether that meant that, with the parks in newer subdivisions, the City will not be accepting or maintaining them. Acting City Manager Hernandez said we are also no longer requiring them. If the subdivider wants it in there, the subdivision would be responsible for maintaining it. He asked if the drainage ponds were more on the commercial side, as far as maintenance. Most of the residential ones flow into the street, then wherever per the drainage plan. Bohannan Huston Planner Treat said it depends on the situation. Drainage ponds are not always required in every situation. Some developments, maybe commercial, subdivision, and residential. He said that once it is built out and the subdivider is out without any lots to sell, I can understand their side of it, and not having to maintain it fifty to one hundred years down the road. Community Development Director Dowhanik-Baron said that, in her previous experience with retention ponds and drainage structures, they are normally turned over to the city, which maintains them in perpetuity, and it is not on the developer. However, the Commission as a whole would need to approve it as a new City policy, and we would take on that long-term cost. He said that is how it was done in the past; once accepted, it became the City's responsibility just like roads do. Mayor McDonald said regarding the retention ponds, it should be the responsibility of the subdivision or whoever owns it. The City is constantly trying to get enough people on the Maintenance Crew to service those areas. Community property should be our main concern. However it was done in the past, that is not a responsibility the City should have to keep forever. Mayor McDonald said the purpose of a retention pond is to catch and control water running down the streets, releasing it at a slower rate or storing it. I think this will be an issue later with these subdivisions, once they are built out, and the subdivider does not care about it anymore. The City will get calls to clean that up. If we cannot find the owner of the subdivision, what do we do? Community Development Director Dowhanik-Baron said the long-term policy of the City has been to restrict runoff from any parcel of land that is being developed to pre-development rate. Whether they design a retention pond on site, or use different types of material with different permeability to retain that runoff within the development. Again, I think this may be a change in City policy, if we want to codify it to whether we do or do not take the ponds on. Conveyance through ditches differs because it is not withheld within the development area. Commissioner Burnett said the issue we had a Drunzers with the drain, is that supposed to flow under the road? Acting City Manager Hernandez asked which subdevelopment that was. He said Panorama. Mayor Pro-Tem Rardin said Quail Hollow #2. She said yes. Commissioner Burnett said so at that point: would we take care of the responsibility after the fact if something happened there? Acting City Manager Hernandez said if it is under the road, we have to maintain and clean it. Community Development Director Dowhanik-Baron said within our right-of-way. Commissioner Hernandez said Mike Drunzer has been building houses as long as I have. If he isn't retired, he is fixing to. Other guys doing developments have retired. Once they are out, how do you chase them down? Mayor Pro-Tem Rardin said so after they pass away, who is responsible for it? I think the City ought to accept responsibility once the subdivision is accepted. Acting City Manager Hernandez said once it is accepted, or once it is completed? He said once accepted by the City. Essentially, when it is completed is when we accept it, correct? Community Development Director Dowhanik-Baron said after the warranty expires. Mayor Pro-Tem Rardin said yes we accept it, we have the one-year warranty period, and then the City would assume responsibility for cleaning those. She said we could go back and research our history, current standards and best practices in communities similar to Alamogordo, and look at it in more depth. Commissioner Burnett asked how many retention ponds there were. Community Development Director Dowhanik-Baron said she did not have an answer for that breakdown. Mayor Pro-Tem Rardin said developers are giving millions in infrastructure to the City. I think once they are done, it is built out, then in a year the City needs to assume that responsibility.

Commissioner Pattillo asked which subdivisions would be impacted by the traffic impact analysis and how that is determined. Bohannan Huston Planner Treat said that the process is still being developed. It might live in the Technical Standards documents or somewhere else. In terms of the threshold for different intensity of traffic analysis that would be needed for different subdivisions, it has not been decided yet. That speaks to the expense of the

analysis, which is relative to the size of the subdivision, so it will not be the same for every type and size of subdivision. Commissioner Burnett asked if we had ever done a traffic study in subdivisions before. Is this just a new thing? Acting City Manager Hernandez said we have not typically done them, but we have done them. He asked what the most recent one was. She said Somerset was the last one. Commissioner Pattillo asked how that fee was assessed. Bohannon Huston Planner Treat said she did not know if that would be a fee. The developer would have that privately done, and then it would just be a part of the application fee. He asked if the developer would pay that. She said correct. Commissioner Burnett asked if the developer did that study on their own, or if it was something we required them to do. She said the City would require the developer. He asked if it was specifically a requirement for Somerset. Assistant City Planner Abbott said she believed so. The only thing I liken this to is commercial development. Like if a restaurant wants to come in, they have to do a traffic study. That is on them. I do not see the fees for those. He asked if other communities were moving towards traffic studies. Is that why we are trying to adopt it? Bohannon Huston Planner Treat said yes to ensure the community is not negatively impacted by any increased traffic and things like that. It is a pretty common practice now in cities of this size. Commissioner Pattillo asked if we were okay with narrowing down how this is assessed. She said yes, that would be a good idea.

Mayor McDonald said going back to the retention pond, if the City is going to look at maintaining, is there some type of process the pond has to maintain over the years in order for the City to continue to do the maintenance? People come in and change things all the time. As a result of changing the way the pond is set up, is there something the City will draft, whereas it has to maintain a certain size or things in there? Is there anything on the City's side where it can be guaranteed if we are having that responsibility? Acting City Manager Hernandez said it would be turned over to the City, and they could not do that. There are standards it has to meet, like depth, slope, and grade. Once the Commission decides to make that a part of the City's responsibility, then it would be City property and they could not change it. Commissioner Hernandez said there is an ordinance that disallows you from entering a ditch or pond. Acting City Manager Hernandez said yes, there is.

Bohannon Huston Planner Treat asked if there were any concerns not addressed. Mayor Pro-Tem Rardin said in an email from Mr. Nelson, there was other minor stuff, but these were the main ones. The cost is the big one. The 2022 Technical Standards increased the cost of a lot. I want to avoid increasing the cost of a subdivision any more than what we already have. The traffic study will be a big one. I do not believe a traffic study in a residential neighborhood is warranted. I think those, and the associated costs, should be looked at and brought to us so we can make better informed decisions.

Commissioner Burnett moved to approve.

Commissioner Robinson seconded the motion.

Motion Passed with a vote of 6 - 1 - 0. Mayor Pro-Tem Rardin voted nay.

9. Consider, and act upon, Ordinance 1725 for first publication authorizing the execution and delivery of a loan and subsidy agreement in the total amount of \$3,083.455 between the City of Alamogordo and New Mexico Finance Authority. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

Acting City Manager Hernandez said back in September, the Commission approved us to apply for this. The Water Board Trust approved it. The loan will be about \$3,000,000, and we have a match on this of about \$462,000. The money will be coming from Fund 69, the balance in that is over \$2,000,000. For the record, this is for the Granada Hill area. I printed a map for the Commission as well. Mayor McDonald said she received that memo.

Commissioner Pattillo asked what scope the loan would cover. Acting City Manager Hernandez said it covers WSRP-007, which is both water infrastructure and the roads. He asked whether it would be a complete redo of the water lines and roads on those streets. She said yes, similar to Oregon.

Mayor Pro-Tem Rardin asked if this would incorporate any work with the newer subdivision off 18th Street. Acting City Manager Hernandez said it goes straight up to that area, if I remember correctly. Who is the developer? He said White Sands Construction. She said she was not sure. He said they would probably put in their infrastructure, and it will tie into 18th Street.

Mayor McDonald said she had received calls from people talking about the roads and their conditions for the last couple of months. Acting City Manager Hernandez said we are working on WSRP-002, which is the Alaska area and all that. We will have both going on at the same time.

Mayor Pro-Tem Rardin said for the record, I do a lot of work for White Sands Construction, which is the development company and not the construction company. Does anyone have a problem with me voting on this loan agreement?

Commissioner Tapley moved to approve.

Commissioner Pattillo seconded the motion.

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

10. Discussion and direction regarding the final allocation of remaining LEDA Funding. (Stephanie Hernandez, Acting City Manager)

Acting City Manager Hernandez said a while back, I said I would bring this. I had all the quotes and information. Last year, we had an application, and I turned away a lot of applications because I assumed the Commission would award the funding. After the application was pulled, we accepted applications again. I did not review or analyze them; I only have a quick summary. There are also quotes there for the demolition of La Placita and Oregon School. So, what would you all like to do?

Mayor McDonald asked how much was in the fund. Acting City Manager Hernandez said it is about \$900,000, but it will probably be back to around \$1,000,000. We need to make corrections in that fund. Mayor McDonald said she had reviewed the six applications placed on the agenda tonight. Does anyone else have comments?

Commissioner Robinson asked if there was a deadline for when these funds would have to be extended. Acting City Manager Hernandez said no.

Mayor Pro-Tem Rardin said the requests are all over the place. Do we have the dates these came in? Acting City Manager Hernandez said it was not there, and I do not know if they are on the applications themselves. He said he would like to see what applications came in at what time. I do not feel that we should use economic development money to demolish City properties. She said there are three possible uses for this funding. LEDA applications, for the Natatorium as part of the contingency fund, or for the demolition. That was passed in the ordinance on referendum. That is the first decision you need to make. When this comes back, that is a question that needs to be asked. How do you want to use the funds? I'll get you the additional information, then you can decide. Mayor McDonald asked if this would be at the next meeting. Acting City Manager Hernandez said if all that is being asked is the dates and times, then yes. Mayor Pro-Tem Rardin said he wanted a breakdown that showed the amounts requested instead of having to read through them. She said that was there on the very first page of the agenda report.

11. Appointments to Boards and Committees. (Sharon McDonald, Mayor)

Mayor McDonald appointed Billy Tucker to the Airport Zoning Board. No one was opposed.

EXECUTIVE SESSION

12. Motion to Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(2) for the purpose of discussing limited personnel matters (hiring of the City Manager) (Roll Call Vote Required)

Mayor Pro Tem Rardin asked who had called the Executive Session. City Clerk Hughs said she was asked to put it on by the Acting City Manager, based on feedback from the Commission. Acting City Manager Hernandez said she got feedback from City Attorney Mori and Finance Director Huff that the Commission wanted it. I was not sure, so I asked City Clerk Hughs to put it on. It is better to have it if you need it. Mayor Pro-Tem Rardin asked what would be discussed in the Executive Session. City Clerk Hughs said it would be the hiring of the City Manager, but I do not know beyond that. Mayor Pro-Tem Rardin said that the per advice of our legal counsel, we were told that until everything is settled, we should not do anything with the hiring of the City Manager. Do we actually need to recess or just adjourn? Acting City Manager Hernandez said that it is the Commission's decision. I was told through the grapevine and was not sure who to ask. We put it on there just in case. If you do not want to, that is a Commission

decision. Mayor Pro-Tem Rardin said he wanted to avoid an Open Meetings Act violation by discussing something not there. Mayor McDonald said she was informed that the Mayor Pro Tem and a Commissioner had sent word to Legal regarding a personnel matter. Mayor Pro-Tem Rardin said he just wanted an update, and that was it. Mayor McDonald said she did not ask what it was about, but it was in regard to the most updated information I had received from the attorneys. He asked if Lynn and Brian would be there. She said yes. He said the problem was that it was published as a hiring of the City Manager, rather than as threatened and pending litigation. She said we can change that. When I saw it, that is what I was looking at too. He said we cannot tonight. We would have to call a special meeting and have it published correctly. If we are going to be talking to the two attorneys, it really needs to be threatened and pending litigation to avoid an Open Meetings Act violation.

Commissioner Burnett moved to Recess to Executive Session at 8:36 PM.
Commissioner Robinson seconded the motion.
Motion Failed with a vote of 0 - 7 - 0.

RECONVENE INTO OPEN SESSION

13. Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. (Roll Call Vote Required)

None. The Commission voted not to Recess to Executive Session.

14. Action, if any, related to the Executive Closed Session. (Roll Call Vote Required)

None. The Commission voted not to Recess to Executive Session.

ADJOURNMENT

Commissioner Robinson moved to adjourn at 8:42 PM.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on May 26, 2026.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL MEETING DRAFT MINUTES
5:00 PM, DONALD E. CARROLL COMMISSION CHAMBERS
May 18, 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 5:00 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 Hernandez.

APPROVAL OF AGENDA

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

EXECUTIVE SESSION

1. Motion to Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(2) for the purpose of discussing limited personnel matters (hiring of City Manager) and NMSA 1978, § 10-15-1(H)(7) for discussions subject to the attorney-client privilege pertaining to threatened or pending litigation in which the City is or may become a participant. (Roll Call Vote Required)

Commissioner Burnett moved to Recess to Executive Session at 5:05 PM.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

RECONVENE INTO OPEN SESSION

2. Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. (Roll Call Vote Required)

Commissioner Robinson moved to Reconvene to Open Session at 6:02 PM.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

3. Action, if any, related to the Executive Closed Session. (Roll Call Vote Required)

Mayor McDonald said no decisions were made during the Executive Closed Session. There will be no action taken tonight regarding the Executive Closed Session.

ADJOURNMENT

**Commissioner Hernandez moved to Adjourn at 6:04 PM.
Commissioner Rardin seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.**

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on May 26, 2026.

DRAFT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/20/2026

Report No: 6.

Submitted By:

Subject: Consider, and act upon, Resolution 2026-15 authorizing a government-to-government transfer of assets from the Alamogordo-White Sands Regional Airport (ALM) to Sierra Blanca Regional Airport (SRR). (*Troy Orr, Airport Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Please approve authorization of Resolution 2026-15.

Background: The Sierra Blanca Regional Airport (SRR) Automated Weather Observation System (AWOS) has been down due to a faulty processor for several days. The Alamogordo-White Sands Regional Airport has an extra one of these processors in storage, left over from an upgrade in 2021. These systems are old and replacement parts are not easily obtainable. Sierra Blanca's Airport Manager has formally requested transfer of the component to bring their AWOS back to functional status.

RESOLUTION NO. 2026-15

A RESOLUTION AUTHORIZING A GOVERNMENT-TO-GOVERNMENT TRANSFER OF ASSETS FROM THE ALAMOGORDO - WHITE SANDS REGIONAL AIRPORT (ALM) TO SIERRA BLANCA REGIONAL AIRPORT (SRR)

WHEREAS, in 2018, the New Mexico Department of Transportation donated components for an Automated Weather Observation Station (AWOS) to the Alamogordo-White Sands Regional Airport; and

WHEREAS, in 2021, the Alamogordo-White Sands Regional Airport utilized Federal Aviation Administration (FAA) grant funding to upgrade the AWOS station, replacing all existing components; and

WHEREAS, the original AWOS components, including the 2090 CPU, were retained and are currently in storage at the Airport; and

WHEREAS, Sierra Blanca Regional Airport has formally requested a government-to-government transfer of component(s) comprising the 2090 CPU portion of the original AWOS.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF ALAMOGORDO, that the City Commission hereby authorizes the government-to-government transfer of the AWOS 2090 CPU component(s) from the Alamogordo-White Sands Regional Airport to Sierra Blanca Regional Airport.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

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

Sharon McDonald, Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Darrell Mori, City Attorney

TO: City of Alamogordo

May 18, 2026

WWW.RUIDOSO-NM.GOV

From: Village of Ruidoso (Sierra Blanca Regional Airport, Airport Manager)

Subject: Government-to-Government transfer of used AWOS equipment

Greetings,

Village of Ruidoso (SBRA) would like to request the government-to-government transfer of a processor for the Automated Weather Observing System (AWOS) at the airport.

The opportunity to obtain the processor, that I understand are no longer in use at Alamogordo, will enable the repair of our AWOS at minimal cost to the taxpayers of New Mexico.

Thank you in advance. If you have any questions or comments, please feel free to contact me any time at 575-336-8111 (office) or 575-973-5737 (cell) or email at leebaker@ruidoso-nm.gov



Lee Baker
Airport Manager
Sierra Blanca Regional Airport

New Mexico Department of Transportation CAPITAL ASSET INSPECTION AND CONDEMNATION REPORT

Date: 07/19/2018 Dept ID: 5800000000 Dist./Div. Aviation No. _____

Assigned by Capital Asset Unit

Have been examined & recommended to be:	By:	For the following reason
<input type="checkbox"/> Sold - as junk. <input type="checkbox"/> Sold - still usable. <input checked="" type="checkbox"/> Salvaged for parts. <input type="checkbox"/> Other.	<input type="checkbox"/> Negotiating Sale. <input type="checkbox"/> Contract of Sale. <input type="checkbox"/> Competitive Bid. <input type="checkbox"/> Scrap. <input checked="" type="checkbox"/> Donation. (Fill out donation box below)	<input type="checkbox"/> Destroyed. <input type="checkbox"/> Auction. <input type="checkbox"/> General Services Dept. <input type="checkbox"/> Commercial Landfill.
		<input checked="" type="checkbox"/> Obsolete. <input checked="" type="checkbox"/> Excessive Repair Costs. <input checked="" type="checkbox"/> Not usable anywhere in Department. <input type="checkbox"/> Surplus Material.

ENTITY COMPLETING CONDEMNATION: NMDOT Aviation

ASSET/INV NUMBER	SERIAL NUMBER	ITEM AND DISCRIPTION (show make, type, class, size and model. Include list of accessories or special equipment)	QUANTITY	BOOK VALUE	RESALE VALUE
38653-00		AWOS Weather Reporting Equipment - ALM	1	0	0

DONATIONS, DESCRIBE DONEE, CIRCUMSTANCE AND ENTITY:

We hereby certify that we have personally examined these items and find them worn out, unusable or obsolete to the extent that they are no longer economical or safe for continued use. The information herein is true, to the best of our knowledge and belief.

Signed <u>[Signature]</u> Title <u>Acting Division Director</u>	Signed <u>[Signature]</u> Title <u>CAPITAL ASSET LIAISON</u>	Supervisor <u>[Signature]</u> Title <u>Acting Division Director</u>
--	---	--

Equipment Management Section Supervisor (Major Road & Automotive) _____ Date _____

Division Director / District Engineer Date <u>7/18/18</u>	Bureau Chief / District Administrator Date _____
--	---

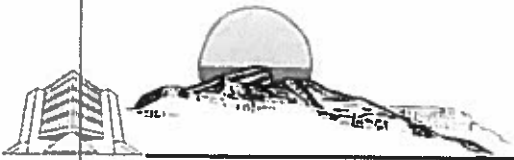
PROPOSED DISPOSITION CONTINGENT UPON THE GENERAL SERVICES DEPARTMENT'S RIGHT OF FIRST REFUSAL AND 30 DAY REVIEW BY THE OFFICE OF THE STATE AUDITOR.

OSA NOTIFIED / / SENT BACK FOR FD / /

FINAL DISPOSITION: (Provide details to whom sold, date, amount and other pertinent information.)

Signed _____ Title _____

Issuing Office sends Original to Capital Assets Unit
 Capital Assets Unit will return the approved Inspection & Condemnation Report to the office responsible for final disposition. When final disposition has been made return original Inspection & Condemnation Report to the Capital Assets Unit to record completed transaction. Attach any money receipt, memos, etc.



City of Alamogordo



Dan Moran
Grants Administrator
NMDOT – Aviation Division
P.O. Box 9830
Albuquerque, NM87119

July 19, 2018

Mr. Moran:

As per our conversation, I am requesting that the NMDOT Aviation Division consider donating the old AWOS system to The White Sands Regional Airport and the City of Alamogordo New Mexico. Please consider this offer since the old outdated system has no monetary value except for us to salvage parts from. Thank you for your consideration, and if you have any questions, please contact me.


Jim Talbert

Alamogordo White Sands Regional Airport
Manager.

Summary Invoice Information Payments Voucher Attributes Error Summary

Business Unit: 80500 Invoice Number: 70-805-00-01808
 Voucher ID: 00097284 Invoice Date: 11/16/2007
 Voucher Style: Regular
 Vendor: 000015091 Misc. Amount: Non-Mech. P.O. Summary
 Name: ALL WEATHER INC Freight Amount:
 Location: 001
 Address: 1
 ALL WEATHER INC
 1165 NATIONAL DR
 SACRAMENTO, CA 95834
 Total: 378,873.97
 Balance: 0.00
 Comments
 Advanced Vendor Search
 Play Terms: Pay Now
 Scale Of Type: Invoice Date
 Accounting Date: 12/14/2007
 Currency: USD

Copy from a Source Document

PO Unit: Purchase Order: Copy PO Worksheet Copy Option: None

Invoice Lines

Line	*Distribute by	Item	Description	Quantity	UOM	Unit Price	Extended Amount
2	Amount		AWOS - SVC	1.0000	EA	73,887.00000	73,887.00
3	Amount		AWOS - ALM	1.0000	EA	78,887.00000	78,887.00
4	Amount		AWOS - ATS	1.0000	EA	73,887.00000	73,887.00
6	Amount		AWOS - SRR	1.0000	EA	73,887.00000	73,887.00
8	Amount		AWOS - SRR NAIGRT	1.0000	EA	5,772.79000	5,772.79
7	Amount		AWOS - SVC NAIGRT	1.0000	EA	5,284.45000	5,284.45

Distribution Lines

Amount	Quantity	UOM	Unit Price	Extended Amount
73,887.00	1.0000	EA	73,887.00000	73,887.00
78,887.00	1.0000	EA	78,887.00000	78,887.00
73,887.00	1.0000	EA	73,887.00000	73,887.00
73,887.00	1.0000	EA	73,887.00000	73,887.00
5,772.79	1.0000	EA	5,772.79000	5,772.79
5,284.45	1.0000	EA	5,284.45000	5,284.45

ALM

AWOS SVC

SRR

ATS

Summary Invoice Information Payments Voucher Attributes Error Summary

Business Unit: 80500	Invoice Number: 70-805-00-01806
Voucher ID: 00C97294	Invoice Date: 11/18/2007
Voucher Style: Regular	Total: 319,975.97

Vendor: ALL WEATHER INC 1165 NATIONAL DR SACRAMENTO, CA 95834	*Pay Terms: Pay Now <input checked="" type="checkbox"/> Schedule Payments
---	---

Payment Information

Find | View All First 1 of 1 Last

Scheduled Payment: 1	
*Remit to: 0000015091	Gross Amount: 319,975.97 USD
Location: 001	Discount: 0.00 USD <input type="checkbox"/> Discount Denied
*Address: 1	Late Charge
ALL WEATHER INC 1165 NATIONAL DR SACRAMENTO, CA 95834	Scheduled Due: 12/14/2007
	Net Due: 11/18/2007
	Discount Due:
	Accounting Date: 12/18/2007

Payment Method

*Bank: BOA W	Pay Group:
*Account: 0	*Handling: RE
*Method: <input checked="" type="checkbox"/> Check	*Netting: N
Message:	Message
Message will appear on remittance advice.	

Schedule Payment

Payment Options

*Action: Schedule <input checked="" type="checkbox"/>	Payment Date: 12/18/2007	Hold Payment: <input type="checkbox"/>	Separate Payment: <input type="checkbox"/>
Pay: <input checked="" type="checkbox"/>	Reference: 1000049C29	Hold Reason:	Letter of Credit: <input type="checkbox"/>

Payment Inquiry

Holiday/Currency Options Express Payment Vendor Bank Account Doc Seq

Payment Note

Invoice #'s
51064
10317

Note: Is for internal use only and will not appear on remittance advice.

Save Return to Search Previous in List Next in List Notify Refresh Add Update/Display

Summary | Invoice Information | Payments | Voucher Attributes | Error Summary

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Summary	Invoice Information	Payments	Voucher Attributes	Error Summary
Business Unit:	80500		Invoice No:	70-805-00-01806
Voucher ID:	00097284		Invoice Date:	11/18/2007
Voucher Style:	Regular		Gross Amt:	318,973.97 USD
Contract ID:				
Vendor Name:	ALL WEATHER INC 1165 NATIONAL DR SACRAMENTO, CA 95834		Pay Terms:	Pay Now
			Origin:	ONL
Entry Status:	Postable		Voucher Source:	Online
Match Status:	Matched		Post Status:	Posted
Approval Status:	Approved			
Budget Header Status:	Valid Budget Check			
Non-Prorated Budget Status:	Valid Budget Check		Entered on:	12/14/2007
Document Tolerance Status:	Valid		Created By:	DAN.MORAN
ERS Type:	Not Applicable		Last Updated:	12/14/2007
Close Status Indicator:	Open		Updated By:	DAN.MORAN

[Save](#) [Return to Search](#) [Previous in List](#) [Next in List](#) [Notify](#) [Refresh](#) [Add](#) [Update/Display](#)

[Summary](#) | [Invoice Information](#) | [Payments](#) | [Voucher Attributes](#) | [Error Summary](#)

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 7.

Submitted By: Justen Boyle

Subject: Consider, and act upon, approval of Change Order 1, in the amount of \$79,666.06, excluding NMGRT, to Rock Canyon Construction, for relocating an 8" main water line. (*Justen Boyle, Senior Project Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Change Order

Background: The Utilities Director is requesting to relocate the existing waterline tie-in further North. While on the field, it was explained to him that the existing waterline is encroaching onto 2 different properties and is located right beneath a row of trees. The change order will help move the waterline to the ROW, where it should have been all along. This will help the city in the long run for future waterline replacement in front of the mall.

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 003

White Sands Blvd / Fairgrounds Road Traffic Signal

PUBLIC WORKS PROJECT NO. 2025-008

CONTRACTOR: Rock Canyon Construction
 PO BOX 879
 Alamogordo, New Mexico 88310

OWNER: City of Alamogordo
 1376 E 9th St
 Alamogordo, New Mexico 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Base Course	16.67	sy	\$40.25	\$670.97
2	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Prime Coat	16.67	sy	\$8.25	\$137.53
3	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Minor Paving	16.67	sy	\$64.00	\$1,066.88
4	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Curb 6x 24	20.0	sy	\$178.88	\$3,577.60
5	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Fire Hydrant	1.0	ea	\$21,314.06	\$21,314.06
6	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Water Valve Adjustment	1.0	ea	\$750.00	\$750.00
7	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Valve Box and Cover	1.0	ea	\$1,322.50	\$1,322.50
8	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	8" 0' to 6' Depth	360.0	lf	\$124.00	\$44,640.00
9	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Gate Valve	1.0	ea	\$3,207.06	\$3,207.06
10	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Cast Iron Fittings	135.0	lbs	\$20.65	\$2,787.75
11	CAPT-CONS- STRT.HC.LO STREET.Hard Costs.Local	Removing of surfacing	16.67	sy	\$11.50	\$191.71
Grand Total:						\$79,666.06

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$2,203,069.62
2. Total Contract Amount Including Previously Approved Change Orders	\$30,873.05
3. Amount of this Change Order (increase)	\$79,666.06
4. Total Revised Contract Amount to Date	\$2,313,608.73

* excludes New Mexico Gross Receipts Tax.

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

CHANGE ORDER ACCEPTED AND APPROVED:

BY: _____
Contractor

Date

CHANGE ORDER APPROVED BY CITY MANAGER:

BY: _____
City Manager

Date

BY: _____
City Attorney

Date



N White Sands Blvd

N White Sands Blvd

54

6239

6238

352.59 ft

3101

2925

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/21/2026

Report No: 8.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2026-16 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 May 26, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

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

Revenues - \$1,015,383 increase

Expenditures - \$2,586,819 Increase

Transfers In - \$597,237 change

Transfers Out - \$597,237 change

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2025-2026 budget on July 30, 2025. Resolution 2026-16 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. 2026-16

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 May 26, 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 May 26, 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 26th day of May 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
2,036,606
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
942,684

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	30,925,744	2,678,063	16,509,958	(13,831,895)	24,439,274	3,448,035	2,505,351	942,684
12	INTERNAL SERVICE FUND	306,878	319,738	6,849,179	0	6,849,179	7,421,650	54,145		\$54,145
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	282,110	0	282,110	309,635	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	35,541	495,743	0	495,743	582,790	1,233		\$1,233
21	D.A.R.E. DONATIONS FUND	9,417	6,000	50,000	0	50,000	65,417	(0)		(\$0)
24	GRANT CAPITAL IMPROVEMENT	(0)	10,937,842	2,920,173	0	2,920,173	12,382,579	1,475,436		\$1,475,436
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000	0	535,000	541,980	1,020		\$1,020
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	747,879	6,599,587	0	6,599,587	7,350,100	1,053		\$1,053
33	FIRE PROTECTION	2,187,055	1,196,388	0	0	0	3,383,398	45		\$45
35	HIDTA GRANT FUND	0	34,200	0	0	0	34,200	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	3,606,706	(3,606,706)	44,206	1,654,529	252,119	\$1,402,410
44	TRANSPORTATION FUND	825,277	1,285,797	3,526,336	507,737	3,018,599	5,095,312	34,361		\$34,361
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)	1,236,741	3,205,683	268,391	\$2,937,292
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	1,436,691	(1,436,691)	11,052	2,043,712		\$2,043,712
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,209,277	53,051	1,156,226	1,184,313	909		\$909
69	1994 GROSS RECEIPTS	5,860,986	2,673,776	0	2,371,919	(2,371,919)	44,206	6,118,637	553,051	\$5,565,586
71	ALAMO SENIOR CENTER	2,294	787,258	1,088,413	0	1,088,413	1,876,065	1,900		\$1,900
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	69,856	56,567		\$56,567
75	RETIRED & SENIOR VOL. PROGRAM	6,434	92,057	41,990	0	41,990	138,666	1,815		\$1,815
81	WATER/SEWER OPERATING	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	56,179,993	7,049,052	3,504,403	\$3,544,649
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)	2,815,379	1,218,488	178,583	\$1,039,905
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	882,474	0	882,474	2,294,861	1,116		\$1,116

**ALL FUNDS SUMMARY
BUDGET 2025-2026**

1/12TH REQ RSRV
2,036,606
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
942,684

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	1,186,769	382,528		\$382,528
94	OTERO GREENTREE REG LANDFILL	5,570,829	2,243,689	0	0	0	4,600,819	3,213,699		\$3,213,699
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)	13,442,440	9,490,951	534,452	\$8,956,499
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	118,557,371	37,724,522	37,724,522	0	165,039,690	49,921,258	8,353,379	41,567,878

ALL FUNDS SUMMARY

BUDGET 2025-2026

1/12TH REQ RSRV
2,036,606
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
942,684

FY26 BUDGET - RESOLUTION 2026-16 (#10) May 26, 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)	24,278,058	3,311,504	2,505,351	806,153
	#2026-428 Fire Systems Maintenance				3,930	(3,930)		(3,930)		(3,930)
	#2026-1424 Insurance Recon				20,466	(20,466)	74,666	(95,132)		(95,132)
	#2026-1429 Ordinance Review					0	86,550	(86,550)		(86,550)
	#2026-1433 IT Expenses				85,000	(85,000)		(85,000)		(85,000)
	#2026-1434 LT Audit				11,704	(11,704)		(11,704)		(11,704)
	#2026-1438 Transfer Correction			0	(263,000)	263,000		263,000		263,000
	#2026-1439 RevenueCorrection		155,847	0		0		155,847		155,847
	Total Revised Fund 11	10,793,460	30,925,744	2,678,063	16,509,958	(13,831,895)	24,439,274	3,448,035	2,505,351	942,684
12	INTERNAL SERVICE FUND	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		90,533
	#2026-1424 Insurance Recon					0	36,388	(36,388)		(36,388)
	#2026-1433 IT Expenses			85,000		85,000	85,000	0		0
	Total Revised Fund 12	306,878	319,738	6,849,179	0	6,849,179	7,421,650	54,145		54,145
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
	#2026-1434 LT Audit			7,110		7,110	7,110	0		0
	Total Revised Fund 16	28,217	0	282,110	0	282,110	309,635	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
	#2026-1424 Insurance Recon			6,788		6,788	6,788	0		0
	#2026-1434 LT Audit		2,516	4,594		4,594	7,110	0		0
	Total Revised Fund 20	52,739	35,541	495,743	0	495,743	582,790	1,233		1,233
21	D.A.R.E. DONATIONS FUND	9,417	2,000	50,000	0	50,000	61,417	(0)		(0)
	#2026-2427 DARE Donations		3,500			0	3,500	0		0
	#2026-611 DARE Donations		500			0	500	0		0
	Total Revised Fund 21	9,417	6,000	50,000	0	50,000	65,417	(0)		(0)
24	GRANT CAPITAL IMPROVEMENT	(0)	10,907,495	2,895,173	0	2,895,173	12,327,232	1,475,436		1,475,436
	#2026-1858 Stucco Project		30,347			0	30,347	0		0
	#2026-1437 Fire Station 2			25,000		25,000	25,000	0		0
	Total Revised Fund 24	(0)	10,937,842	2,920,173	0	2,920,173	12,382,579	1,475,436		1,475,436
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000	0	535,000	541,156	1,844		1,844
	#2026-1424 Insurance Recon					0	824	(824)		(824)
	Total Revised Fund 27	0	8,000	535,000	0	535,000	541,980	1,020		1,020
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
	#2026-183 Zoo Travel					0	1,921	(1,921)		(1,921)
	#2026-623 Library Donations		10,000			0	10,000	0		0
	#2026-1424 Insurance Recon			11,180		11,180	11,180	0		0
	#2026-1438 Transfer Correction			0		0		0		0
	Total Revised Fund 32	3,687	747,879	6,599,587	0	6,599,587	7,350,100	1,053		1,053
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
	#2026-1136 HIDTA Increase		14,000			0	14,000	0		0
	Total Revised Fund 35	0	34,200	0	0	0	34,200	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
	#2026-1436 Drainage Maintenance				450,000	(450,000)		(450,000)		(450,000)
	Total Revised Fund 42	2,684,010	2,621,431	0	3,606,706	(3,606,706)	44,206	1,654,529	252,119	1,402,410
44	TRANSPORTATION FUND	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		38,088
	#2026-1424 Insurance Recon					0	3,727	(3,727)		(3,727)
	#2026-1436 Drainage Maintenance			450,000		450,000	450,000	0		0
	Total Revised Fund 44	825,277	1,285,797	3,526,336	507,737	3,018,599	5,095,312	34,361		34,361
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
	#2026-1430 ROW Payment					0	87,042	(87,042)		(87,042)
	Total Revised Fund 49	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,236,741	3,205,683	268,391	2,937,292
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	267,593	0	267,593	267,593	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	1,435,554	(1,435,554)	11,052	2,044,849		2,044,849
	#2026-1424 Insurance Recon				1,137	(1,137)		(1,137)		(1,137)
	Total Revised Fund 61	2,788,565	702,890	0	1,436,691	(1,436,691)	11,052	2,043,712		2,043,712
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		909
	#2026-1424 Insurance Recon			1,137		1,137	1,137	0		0
	Total Revised Fund 63	2,133	26,863	1,209,277	53,051	1,156,226	1,184,313	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
	#2026-1437 Fire Station 2				25,000	(25,000)		(25,000)		(25,000)
	#2026-1438 Transfer Correction			0	263,000	(263,000)		(263,000)		(263,000)
	Total Revised Fund 69	5,860,986	2,673,776	0	2,371,919	(2,371,919)	44,206	6,118,637	553,051	5,565,586
71	ALAMO SENIOR CENTER	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		1,900
	#2026-1424 Insurance Recon			2,498		2,498	2,498	0		0
	Total Revised Fund 71	2,294	787,258	1,088,413	0	1,088,413	1,876,065	1,900		1,900
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	30,269	96,154		96,154
	#2026-1842 Wood Beams Project					0	19,587	(19,587)		(19,587)
	#2026-1858 Stucco Project					0	20,000	(20,000)		(20,000)
	Total Revised Fund 74	116,405	10,018	0	0	0	69,856	56,567		56,567
75	RETIRED & SENIOR VOL. PROGRAM	6,434	92,057	41,990	0	41,990	136,336	4,145		4,145
	#2026-1424 Insurance Recon					0	2,330	(2,330)		(2,330)
	Total Revised Fund 75	6,434	92,057	41,990	0	41,990	138,666	1,815		1,815
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
	#2026-1154 Software					0	18,500	(18,500)		(18,500)
	#2026-677 Mower					0	260,000	(260,000)		(260,000)
	#2026-688 Concrete Mixer					0	49,700	(49,700)		(49,700)
	#2026-716 Low Boy					0	125,466	(125,466)		(125,466)
	#2026-718 Tractor Trailer					0	189,495	(189,495)		(189,495)
	#2026-727 40 DLA Trailer					0	29,603	(29,603)		(29,603)
	#2026-1402 UTM Supplies					0	150,000	(150,000)		(150,000)
	#2026-1424 Insurance Recon					0	15,722	(15,722)		(15,722)
	#2026-1435 WS Pipeline					0	80,000	(80,000)		(80,000)
	#2026-1512 Hydrant Painting					0	310,000	(310,000)		(310,000)
	#2026-1518 Electrical Services					0	245,000	(245,000)		(245,000)
	#2026-1542 Pivot Transmission					0	35,000	(35,000)		(35,000)
	Total Revised Fund 81	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	56,179,993	7,049,052	3,504,403	3,544,649

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)	2,814,852	1,219,015	178,583	1,040,432
	#2026-1424 Insurance Recon					0	527	(527)		(527)
	Total Revised Fund 86	1,539,752	2,592,809	0	98,694	(98,694)	2,815,379	1,218,488	178,583	1,039,905
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
	#2026-428 Fire Systems Maintenance			3,930		3,930	3,930	0		0
	#2026-1424 Insurance Recon					0	1,551	(1,551)		(1,551)
	Total Revised Fund 90	1,478	1,412,025	882,474	0	882,474	2,294,861	1,116	0	1,116
91	AIRPORT	0	1,328,407	240,890	0	240,890	1,186,626	382,671		382,671
	#2026-1424 Insurance Recon					0	143	(143)		(143)
	Total Revised Fund 91	0	1,328,407	240,890	0	240,890	1,186,769	382,528	0	382,528
94	OTERO GREENTREE REG LANDFILL	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003		2,416,003
	#2026-1424 Insurance Recon					0	977	(977)		(977)
	#2026-1431 Landfill Revenue		798,673			0		798,673		798,673
	Total Revised Fund 94	5,570,829	2,243,689	0	0	0	4,600,819	3,213,699	0	3,213,699
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		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)	13,358,440	9,574,951	534,452	9,040,499
	#2026-1418 Fairgrounds Intersection					0	84,000	(84,000)		(84,000)
	Total Revised Fund 109	19,728,390	5,583,051	0	2,378,050	(2,378,050)	13,442,440	9,490,951	534,452	8,956,499
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		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		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		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		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		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	118,557,371	37,724,522	37,724,522	0	165,039,690	49,921,258	8,353,379	41,567,878

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	9	1842								
BUA	074.300.8020.0000.57006.	03/19/2026	WB PROJECT	WB PRJ			CAPITAL-BUILDING IMPROVEMENT	5	19,587.00	
			APPROVED USE OF "074" FUNDS TO IMPROVE WOOD BEAMS.				WOOD BEAMS IMPROVEMENT			
									.00	.00
BUA	074.000.0000.0000.30301.	03/19/2026	WB PROJECT	WB PRJ			APPROPRIATIONS			19,587.00
BUA	074.000.0000.0000.30302.	03/19/2026	WB PROJECT	WB PRJ			BUDGET FUND BAL - UNRESERVED		19,587.00	
SYSTEM GENERATED ENTRIES TOTAL									19,587.00	19,587.00
JOURNAL 2026/09/1842 TOTAL									19,587.00	19,587.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2026	10	1154								
BUA	081.600.5603.0000.55502.	04/14/2026	Software	LIMS	LIMS	T	FEES-SOFTWARE SUPPORT FEES	5	18,500.00	
			For the purchase of LIMS Software for COA to do daily				LIMS Software			
			NMED requirements.							
									.00	.00
BUA	081.000.0000.0000.30301.	04/14/2026	Software	LIMS	LIMS		APPROPRIATIONS			18,500.00
BUA	081.000.0000.0000.30302.	04/14/2026	Software	LIMS	LIMS		BUDGET FUND BAL - UNRESERVED		18,500.00	
							SYSTEM GENERATED ENTRIES TOTAL		18,500.00	18,500.00
							JOURNAL 2026/10/1154	TOTAL	18,500.00	18,500.00

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	10	1858	BUA	024.000.0000.0000.40702.	04/22/2026	Stucco Prj	STUCCO			GRANTS-STATE			5		30,347.00
										Stucco Project		T			
										STUCCO PROJECT - STATE CAPITAL OUTLAY FUNDING & LOCAL (074) FUNDING FOR PROJECT.					
[2026-04-22 11:27:09 magdalena.morales]:															
BUA	024.000.0000.0000.57006.	04/22/2026	Stucco Prj	STUCCO						CAPITAL-BUILDING IMPROVEMENT		T	5	30,347.00	
BUA	074.300.8020.0000.57006.	04/22/2026	Stucco Prj	STUCCO						CAPITAL-BUILDING IMPROVEMENT		T	5	20,000.00	
										Stucco Project					
														.00	.00
BUA	024.000.0000.0000.30301.	04/22/2026	Stucco Prj	STUCCO						APPROPRIATIONS					30,347.00
BUA	074.000.0000.0000.30301.	04/22/2026	Stucco Prj	STUCCO						APPROPRIATIONS					20,000.00
BUA	024.000.0000.0000.30303.	04/22/2026	Stucco Prj	STUCCO						ESTIMATED REVENUE				30,347.00	
BUA	074.000.0000.0000.30302.	04/22/2026	Stucco Prj	STUCCO						BUDGET FUND BAL - UNRESERVED				20,000.00	
										SYSTEM GENERATED ENTRIES TOTAL				50,347.00	50,347.00
										JOURNAL 2026/10/1858 TOTAL				50,347.00	50,347.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER	JNL	SRC ACCOUNT	ACCOUNT DESC	T	OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2026 10	2427						
BUA 021.000.0000.0000.40601.					MISC REVENUE-DONATIONS		3,500.00
04/28/2026 DARE Don	42826				T MISC REV-DONATIONS		
[2026-04-28 14:44:53 teresa.guiterrez]:							
DARE DONATIONS RECEIVED AS FOLLOWS: \$500 FROM SOUTHWESTERN ELECTRICAL; \$250 FROM BLUE LINE PRINT & DESIGN; \$2,500 FROM SACRAMENTO MOUNTAINS FOUNDATION; AND \$250 FROM ROTARY CLUB							
BUA 021.400.2400.0000.56015.					OTHER-SPECIAL EVENTS	3,500.00	
04/28/2026 DARE Don	42826				T OTHER-SPECIAL EVENTS		
						.00	.00
BUA 021.000.0000.0000.30301.					APPROPRIATIONS		3,500.00
04/28/2026 DARE Don	42826						
BUA 021.000.0000.0000.30303.					ESTIMATED REVENUE	3,500.00	
04/28/2026 DARE Don	42826						
SYSTEM GENERATED ENTRIES TOTAL						3,500.00	3,500.00
JOURNAL 2026/10/2427 TOTAL						3,500.00	3,500.00

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 11	183									
BUA 032.300.6306.0000.56005.						OTHER-TRAVEL	5	1,921.00		
	05/04/2026	ZooTR1	ZooTR1			T Transfer				
[2026-05-04 15:06:16 sven.sears]:										
<p>This is a request to transfer \$1,920.51 from the General Fund to the Zoo's Other-Travel GL Account to cover expenses for an upcoming specialized penguin training for Zoo Manager Kate Maes. It was approved by Dr. Stephanie Hernandez on 05/04/2026</p>										
									.00	.00
BUA 032.000.0000.0000.30301.						APPROPRIATIONS				1,921.00
	05/04/2026	ZooTR1	ZooTR1							
BUA 032.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		1,921.00		
	05/04/2026	ZooTR1	ZooTR1							
SYSTEM GENERATED ENTRIES TOTAL									1,921.00	1,921.00
JOURNAL 2026/11/183							TOTAL		1,921.00	1,921.00

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	11	428	BUA	090.300.0101.0000.53515.	05/06/2026	GC2608				MAINTENANCE-FIRE SYSTEMS	T		3,930.00	
										Transfer				
<p>[2026-05-06 15:29:59 sven.sears]:</p> <p>This transfer is necessary to fund two required repairs identified by western States Fire Protection Co. to ensure the safety and code compliance of the Desert Lakes Golf Course facilities. This transfer was approved by Dr. Stephanie Hernandez on 05/06/2026.</p> <p>Currently, the Golf Course Maintenance - Fire Systems line item has a remaining balance of \$877.58. To cover the total cost of the quotes provided by Western States Fire Protection, a transfer of \$3,929.19 is required from available funds.</p>														
BUA	090.000.0000.0000.49011.	05/06/2026	GC2608	GC2608						TRAN FR (11) GENERAL OP	T			3,930.00
										Transfer				
BUA	011.000.0000.0000.59090.	05/06/2026	GC2608	GC2608						TRAN TO (90) GOLF COURSE	T		3,930.00	
										Transfer				
													.00	.00
BUA	011.000.0000.0000.30301.	05/06/2026	GC2608	GC2608						APPROPRIATIONS				3,930.00
BUA	090.000.0000.0000.30301.	05/06/2026	GC2608	GC2608						APPROPRIATIONS				3,930.00
BUA	090.000.0000.0000.30303.	05/06/2026	GC2608	GC2608						ESTIMATED REVENUE			3,930.00	
BUA	011.000.0000.0000.30302.	05/06/2026	GC2608	GC2608						BUDGET FUND BAL - UNRESERVED			3,930.00	
													7,860.00	7,860.00
SYSTEM GENERATED ENTRIES TOTAL													7,860.00	7,860.00
												7,860.00	7,860.00	
JOURNAL 2026/11/428 TOTAL												7,860.00	7,860.00	

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 11	611									
BUA 021.000.0000.0000.40601.	05/08/2026	DARE Don	050826			MISC REVENUE-DONATIONS	5		500.00	
	[2026-05-08	10:59:19	teresa.guiterrez]:			T MISC REV-DONATIONS				
	DARE DONATIONS RECEIVED FROM THE THREE CASA DEALERSHIPS IN ALAMOGORDO									
BUA 021.400.2400.0000.56015.	05/08/2026	DARE Don	050826			OTHER-SPECIAL EVENTS	5	500.00		
						T OTHER-SPECIAL EVENTS				
								.00	.00	
BUA 021.000.0000.0000.30301.	05/08/2026	DARE Don	050826			APPROPRIATIONS			500.00	
BUA 021.000.0000.0000.30303.	05/08/2026	DARE Don	050826			ESTIMATED REVENUE		500.00		
						SYSTEM GENERATED ENTRIES TOTAL		500.00	500.00	
						JOURNAL 2026/11/611 TOTAL		500.00	500.00	

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	11	623										
BUA	032.300.7101.0000.53035.	05/08/2026	Lib Donati	SRPLIB SRPLIBDON				SUPPLIES-DESIGNATED MATERIALS Donation For Library SRP	5	10,000.00		
		[2026-05-08 11:52:56 kim.underwood]:										
				Donation of \$10,000 for Summer Reading Programming/Supplies from Robert H. & Dixie L. Cox of Alamogordo to the Alamogordo Public Library.								
BUA	032.300.7101.0000.40601.	05/08/2026	Lib Donati	SRPLIB SRPLIBDON				MISC REVENUE-DONATIONS Donation For Library SRP	5		10,000.00	
										.00	.00	
BUA	032.000.0000.0000.30301.	05/08/2026	Lib Donati	SRPLIB SRPLIBDON				APPROPRIATIONS			10,000.00	
BUA	032.000.0000.0000.30303.	05/08/2026	Lib Donati	SRPLIB SRPLIBDON				ESTIMATED REVENUE		10,000.00		
								SYSTEM GENERATED ENTRIES TOTAL		10,000.00	10,000.00	
								JOURNAL 2026/11/623 TOTAL		10,000.00	10,000.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
2026	11	677										
BUA	081.600.5703.0000.57011.						CAPITAL-EQUIPMENT		5		260,000.00	
	05/11/2026 fund mower gen	mow										
<p>Funds are needed to replace the existing tractor utilized for mowing and grounds maintenance operations at the spring compound areas. The current tractor is no longer operable and has been determined to be beyond repair. The replacement unit is necessary to continue the routine mowing required to maintain vegetation control, fire risk, and general upkeep of the spring compound. Routine vegetation management is necessary to minimize vegetation growth surrounding spring source areas, as unmanaged vegetation can increase water consumption from the source through evapotranspiration, impacting overall spring area efficiency.</p>												
[2026-05-11 10:22:08 chantel.bakersmith]:												
											.00	.00
BUA	081.000.0000.0000.30301.						APPROPRIATIONS					260,000.00
	05/11/2026 fund mower gen	mow										
BUA	081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED				260,000.00	
	05/11/2026 fund mower gen	mow										
SYSTEM GENERATED ENTRIES TOTAL											260,000.00	260,000.00
JOURNAL 2026/11/677 TOTAL											260,000.00	260,000.00

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	11	688								
BUA	081.600.5503.0000.57011.						CAPITAL-EQUIPMENT	5	49,700.00	
	05/11/2026	NEW MIX	GEN		CON MIX		T EQUIPMENT LINE			
<p>Funds are needed to replace the existing concrete mixer utilized by the Utility Maintenance Division. The current unit is no longer operable, and estimated repairs are approaching \$30,000 with no repair warranty being provided, making replacement the more practical and reliable option. This equipment is utilized on a regular basis to support utility maintenance with the placement of thrust blocks, valve collars, anchors, sidewalks, and other concrete-related work associated with water and wastewater system maintenance and repairs. Replacement of the unit is necessary to maintain operational efficiency, support timely infrastructure repairs, and reduce reliance on outside services or temporary equipment. Upon approval of the budget revision, a Purchase Order will need to be obtained and submitted for processing. All supporting documentation, including applicable quotes, is available within the linked list item below.</p>										
[2026-05-18 14:45:27 chantel.bakersmith]:										
									.00	.00
BUA	081.000.0000.0000.30301.						APPROPRIATIONS			49,700.00
	05/11/2026	NEW MIX	GEN		CON MIX					
BUA	081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		49,700.00	
	05/11/2026	NEW MIX	GEN		CON MIX					
SYSTEM GENERATED ENTRIES TOTAL									49,700.00	49,700.00
JOURNAL 2026/11/688								TOTAL	49,700.00	49,700.00

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 11	716							
BUA 081.600.5503.0000.57011.						CAPITAL-EQUIPMENT	5	125,466.00
	05/11/2026	fundlowboi lowboy fund				T low boy line		
<p>Funds are needed for the purchase of a lowboy trailer to support the transport of heavy equipment and materials utilized by the Utilities Department. The trailer will be used to transport large equipment and infrastructure components including excavators, manholes, large concrete meter vaults, and other heavy utility related equipment to and from job sites. The trailer will also support the transport of heavy equipment to repair shops in Albuquerque, Las Cruces, El Paso for maintenance and repair. Acquisition of the trailer will improve operational efficiency.</p>								
<p>[2026-05-11 13:03:24 chantel.bakersmith]:</p>								
							.00	.00
BUA 081.000.0000.0000.30301.						APPROPRIATIONS		125,466.00
	05/11/2026	fundlowboi lowboy fund						
BUA 081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		125,466.00
	05/11/2026	fundlowboi lowboy fund						
SYSTEM GENERATED ENTRIES TOTAL							125,466.00	125,466.00
JOURNAL 2026/11/716						TOTAL	125,466.00	125,466.00

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 11	718								
BUA 081.600.5503.0000.57011.						CAPITAL-EQUIPMENT	5	189,495.00	
	05/11/2026	tractrail trac	trac			T fund heavy haul trailer			
Funds are needed for the purchase of a 2026 International HX520 SFA 6x4 Heavy Haul Tractor to support the transportation needs of the Utilities Department. The unit will be utilized to transport heavy equipment and materials associated with utility maintenance, infrastructure repairs, and construction activities, including large excavators, manholes, concrete meter vaults, and other heavy utility related components in conjunction with the lowboy trailer. The vehicle is also needed to support future emergency response and contingency operations, including the transport of bulk potable water and related emergency equipment during service interruptions, infrastructure failures, or other emergency events impacting utility operations. Acquisition of the unit will improve operational efficiency and emergency response capability.									
[2026-05-11 13:10:09 chantel.bakersmith]:									
								.00	.00
BUA 081.000.0000.0000.30301.						APPROPRIATIONS			189,495.00
	05/11/2026	tractrail trac	trac						
BUA 081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		189,495.00	
	05/11/2026	tractrail trac	trac						
SYSTEM GENERATED ENTRIES TOTAL								189,495.00	189,495.00
JOURNAL 2026/11/718						TOTAL		189,495.00	189,495.00

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 11	727									
BUA 081.600.5503.0000.57011.						CAPITAL-EQUIPMENT	5	29,603.00		
	05/11/2026	FUND 40DLA 40DLA GENFUN				T FUNDING 40DLA TRAILER				
Funds are needed for the purchase of a 2026 International HX520 SFA 6x4 Heavy Haul Tractor to support the transportation needs of the Utilities Department and Utility Maintenance Division. The unit will be utilized to transport heavy equipment and materials associated with utility maintenance, infrastructure repairs, and construction activities, including large excavators, manholes, concrete meter vaults, and other heavy utility-related components in conjunction with the lowboy trailer. The trailer is utilized daily by the Utility Maintenance Division to transport backhoes and related equipment behind dump trucks in support of routine utility operations, infrastructure repairs, and emergency response activities associated with water and wastewater system maintenance. Replacement of the trailer is necessary to maintain operational readiness.										
[2026-05-11 14:14:32 chantel.bakersmith]:										
									.00	.00
BUA 081.000.0000.0000.30301.						APPROPRIATIONS			29,603.00	
	05/11/2026	FUND 40DLA 40DLA GENFUN								
BUA 081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		29,603.00		
	05/11/2026	FUND 40DLA 40DLA GENFUN								
SYSTEM GENERATED ENTRIES TOTAL								29,603.00	29,603.00	
JOURNAL 2026/11/727 TOTAL								29,603.00	29,603.00	

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 11	1136									
BUA 035.400.4104.0000.40706.	05/14/2026	HIDTA	051426			GRANTS-HIDTA	T			14,000.00
	[2026-05-14	15:36:13	teresa.guiterrez]:			GRANTS-HIDTA				
PURSUANT TO THE SUBAWARD RECIPIENT AGREEMENT BETWEEN LEA COUNTY AND THE CITY, WE RECEIVED \$14,000 IN HIDTA FUND FOR 1/1/26 - 12/31/2027 GRANT PERIOD.										
BUA 035.400.4104.0000.52004.	05/14/2026	HIDTA	051426			SALARIES-OVERTIME	T	14,000.00		
						SALARIES-OVERTIME				
								.00		.00
BUA 035.000.0000.0000.30301.	05/14/2026	HIDTA	051426			APPROPRIATIONS				14,000.00
BUA 035.000.0000.0000.30303.	05/14/2026	HIDTA	051426			ESTIMATED REVENUE		14,000.00		
SYSTEM GENERATED ENTRIES TOTAL								14,000.00		14,000.00
JOURNAL 2026/11/1136 TOTAL								14,000.00		14,000.00

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	11	1402									
BUA	081.600.5503.0000.53528.						MAINTENANCE-WATER/SEWER	5	150,000.00		
		05/19/2026	other		maint equip		maintenance-water/sewer				
		[2026-05-19	13:47:25		diana.tovar]						
		increasing water/sewer line for parts to take us to the end of fiscal year									
									.00	.00	
BUA	081.000.0000.0000.30301.						APPROPRIATIONS			150,000.00	
		05/19/2026	other		maint equip						
BUA	081.000.0000.0000.30302.						BUDGET FUND BAL - UNRESERVED		150,000.00		
		05/19/2026	other		maint equip						
		SYSTEM GENERATED ENTRIES TOTAL								150,000.00	150,000.00
		JOURNAL 2026/11/1402 TOTAL								150,000.00	150,000.00

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 11	1418								
BUA 109.500.9003.0000.57018.	05/19/2026	FGP Budget EAH149				CAPITAL-STREET Additional Engineering	5	84,000.00	
	[2026-05-19 14:57:30	evelyn.huff]:							
Additional engineering that was not included in the original budget was needed. Density testing was also not included in the original budget.								.00	.00
BUA 109.000.0000.0000.30301.	05/19/2026	FGP Budget EAH149				APPROPRIATIONS			84,000.00
BUA 109.000.0000.0000.30302.	05/19/2026	FGP Budget EAH149				BUDGET FUND BAL - UNRESERVED		84,000.00	
SYSTEM GENERATED ENTRIES TOTAL								84,000.00	84,000.00
JOURNAL 2026/11/1418 TOTAL								84,000.00	84,000.00

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	11	1424									
BUA	011.000.2400.0000.55008.	05/19/2026	Insurance	EAH150					INSURANCE-HONESTY BLANKET	5	
		[2026-05-19	16:50:25	evelyn.huff]:					Reconciling Insurance		64.00
		Reconciling the budget to the actuals for the insurance expense									
BUA	011.000.2400.0000.55009.	05/19/2026	Insurance	EAH150					INSURANCE-PUBLIC OFFICIAL	5	
									Reconciling Insurance		2,075.00
BUA	011.000.2400.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	2,139.00
									Reconciling Insurance		
BUA	011.000.2400.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	19,017.00
									Reconciling Insurance		
BUA	011.000.2400.0000.55003.	05/19/2026	Insurance	EAH150					INSURANCE-ERROR & OMISSIONS	5	22,997.00
									Reconciling Insurance		
BUA	011.000.2400.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	548.00
									Reconciling Insurance		
BUA	011.400.3804.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	70.00
									Reconciling Insurance		
BUA	011.400.4104.0000.55005.	05/19/2026	Insurance	EAH150					INSURANCE-POLICE LIABILITY	5	31,128.00
									Reconciling Insurance		
BUA	011.400.4104.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	425.00
									Reconciling Insurance		
BUA	011.400.4204.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	481.00
									Reconciling Insurance		
BUA	012.000.0000.0000.55002.	05/19/2026	Insurance	EAH150					INSURANCE-FLEET	5	36,000.00
									Reconciling Insurance		
BUA	012.200.1602.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	114.00
									Reconciling Insurance		
BUA	012.200.3303.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	115.00
									Reconciling Insurance		
BUA	012.200.3503.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	159.00
									Reconciling Insurance		
BUA	020.800.0407.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	6,030.00
									Reconciling Insurance		
BUA	020.800.0407.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	346.00
									Reconciling Insurance		
BUA	020.800.0407.0000.55007.	05/19/2026	Insurance	EAH150					INSURANCE-FLOOD INSURANCE	5	412.00
									Reconciling Insurance		
BUA	027.700.1201.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	824.00
									Reconciling Insurance		
BUA	032.300.6006.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	253.00
									Reconciling Insurance		
BUA	032.300.6006.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	36.00
									Reconciling Insurance		
BUA	032.300.6106.0000.55001.	05/19/2026	Insurance	EAH150					INSURANCE-GENERAL LIABILITY	5	3,797.00
									Reconciling Insurance		
BUA	032.300.6106.0000.55006.	05/19/2026	Insurance	EAH150					INSURANCE-COMMERCIAL PROPERTY	5	518.00
									Reconciling Insurance		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
EFF	DATE						LINE DESC				
BUA	032.300.6206	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		2,913.00	
BUA	032.300.6206	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		280.00	
BUA	032.300.6306	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		799.00	
BUA	032.300.6306	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		138.00	
BUA	032.300.7101	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		1,806.00	
BUA	032.300.7101	.0000.55002.	Insurance	EAH150			INSURANCE-FLEET Reconciling Insurance	5		120.00	
BUA	032.300.7101	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		520.00	
BUA	044.500.2400	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		18.00	
BUA	044.500.5203	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		1,838.00	
BUA	044.500.5203	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		29.00	
BUA	044.500.5303	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		1,842.00	
BUA	063.600.5005	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		1,137.00	
BUA	071.300.8020	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		2,498.00	
BUA	075.300.8020	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		2,330.00	
BUA	081.600.2202	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		755.00	
BUA	081.600.2400	.0000.55003.	Insurance	EAH150			INSURANCE-ERROR & OMISSIONS Reconciling Insurance	5		6,831.00	
BUA	081.600.5503	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		203.00	
BUA	081.600.5503	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		135.00	
BUA	081.600.5603	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		2,490.00	
BUA	081.600.5603	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		1,068.00	
BUA	081.600.5703	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		1,149.00	
BUA	081.600.5703	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		3,091.00	
BUA	086.600.1003	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY Reconciling Insurance	5		504.00	
BUA	086.600.1003	.0000.55006.	Insurance	EAH150			INSURANCE-COMMERCIAL PROPERTY Reconciling Insurance	5		23.00	
BUA	090.300.0101	.0000.55001.	Insurance	EAH150			INSURANCE-GENERAL LIABILITY	5		1,228.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
EFF DATE							LINE DESC				
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 090.300.0101.0000.55006.							INSURANCE-COMMERCIAL PROPERTY	5		323.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 091.300.2400.0000.55006.							INSURANCE-COMMERCIAL PROPERTY	5		143.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 094.600.0903.0000.55001.							INSURANCE-GENERAL LIABILITY	5		880.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 094.600.0903.0000.55006.							INSURANCE-COMMERCIAL PROPERTY	5		62.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 094.600.0903.0000.55013.							INSURANCE-FUEL TANK	5		35.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 020.000.0000.0000.49011.							TRAN FR (11) GENERAL OP	5			6,788.00
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 032.000.0000.0000.49011.							TRAN FR (11) GENERAL OP	5			11,180.00
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 063.000.0000.0000.49061.							TRAN FR (61) '91 GRT INF.	5			1,137.00
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 071.000.0000.0000.49011.							TRAN FR (11) GENERAL OP	5			2,498.00
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 011.000.0000.0000.59020.							TRAN TO (20) CIVIC CENTER	5		6,788.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 011.000.0000.0000.59032.							TRAN TO (32) COMMUNITY SV	5		11,180.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 061.000.0000.0000.59063.							TRAN TO (63) ENGINEERING	5		1,137.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
BUA 011.000.0000.0000.59071.							TRAN TO (71) SENIOR CTR	5		2,498.00	
05/19/2026	Insurance	EAH150					Reconciling Insurance				
										.00	.00
BUA 011.000.0000.0000.30301.							APPROPRIATIONS				95,132.00
05/19/2026	Insurance	EAH150									
BUA 012.000.0000.0000.30301.							APPROPRIATIONS				36,388.00
05/19/2026	Insurance	EAH150									
BUA 020.000.0000.0000.30301.							APPROPRIATIONS				6,788.00
05/19/2026	Insurance	EAH150									
BUA 027.000.0000.0000.30301.							APPROPRIATIONS				824.00
05/19/2026	Insurance	EAH150									
BUA 032.000.0000.0000.30301.							APPROPRIATIONS				11,180.00
05/19/2026	Insurance	EAH150									
BUA 044.000.0000.0000.30301.							APPROPRIATIONS				3,727.00
05/19/2026	Insurance	EAH150									
BUA 061.000.0000.0000.30301.							APPROPRIATIONS				1,137.00
05/19/2026	Insurance	EAH150									
BUA 063.000.0000.0000.30301.							APPROPRIATIONS				1,137.00
05/19/2026	Insurance	EAH150									
BUA 071.000.0000.0000.30301.							APPROPRIATIONS				2,498.00
05/19/2026	Insurance	EAH150									

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
BUA 075.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			2,330.00
05/19/2026										
BUA 081.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			15,722.00
05/19/2026										
BUA 086.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			527.00
05/19/2026										
BUA 090.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			1,551.00
05/19/2026										
BUA 091.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			143.00
05/19/2026										
BUA 094.000.0000.0000.30301.			Insurance	EAH150			APPROPRIATIONS			977.00
05/19/2026										
BUA 020.000.0000.0000.30303.			Insurance	EAH150			ESTIMATED REVENUE		6,788.00	
05/19/2026										
BUA 032.000.0000.0000.30303.			Insurance	EAH150			ESTIMATED REVENUE		11,180.00	
05/19/2026										
BUA 063.000.0000.0000.30303.			Insurance	EAH150			ESTIMATED REVENUE		1,137.00	
05/19/2026										
BUA 071.000.0000.0000.30303.			Insurance	EAH150			ESTIMATED REVENUE		2,498.00	
05/19/2026										
BUA 011.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		95,132.00	
05/19/2026										
BUA 012.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		36,388.00	
05/19/2026										
BUA 027.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		824.00	
05/19/2026										
BUA 044.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		3,727.00	
05/19/2026										
BUA 061.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		1,137.00	
05/19/2026										
BUA 075.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		2,330.00	
05/19/2026										
BUA 081.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		15,722.00	
05/19/2026										
BUA 086.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		527.00	
05/19/2026										
BUA 090.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		1,551.00	
05/19/2026										
BUA 091.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		143.00	
05/19/2026										
BUA 094.000.0000.0000.30302.			Insurance	EAH150			BUDGET FUND BAL - UNRESERVED		977.00	
05/19/2026										
SYSTEM GENERATED ENTRIES TOTAL									180,061.00	180,061.00
JOURNAL 2026/11/1424 TOTAL									180,061.00	180,061.00

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	11	1429									
BUA	011.500.3705.0000.54520.	05/19/2026	Ordinance	EAH151			SERVICES-CONTRACT Ordinance Review	5	86,550.00		
		[2026-05-19 17:19:27		evelyn.huff]:							
			Budget for the planning and zoning ordinance review support from Bohannan-Huston								
									.00	.00	
BUA	011.000.0000.0000.30301.	05/19/2026	Ordinance	EAH151			APPROPRIATIONS			86,550.00	
BUA	011.000.0000.0000.30302.	05/19/2026	Ordinance	EAH151			BUDGET FUND BAL - UNRESERVED		86,550.00		
							SYSTEM GENERATED ENTRIES TOTAL		86,550.00	86,550.00	
							JOURNAL 2026/11/1429 TOTAL		86,550.00	86,550.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC ACCOUNT			ACCOUNT DESC	T	OB	DEBIT	CREDIT	
			EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2026	11	1430									
BUA	049.000.0000.0000.57001.		05/19/2026	ROW	EAH152			CAPITAL-PROPERTY ACQUISITION	5	87,042.00	
			[2026-05-19	17:27:06	evelyn.huff]:			ROW Fees			
Revision is to create a budget for the ROW fees paid for the well transmission pipeline project											
										.00	.00
BUA	049.000.0000.0000.30301.		05/19/2026	ROW	EAH152			APPROPRIATIONS		87,042.00	
BUA	049.000.0000.0000.30302.		05/19/2026	ROW	EAH152			BUDGET FUND BAL - UNRESERVED		87,042.00	
SYSTEM GENERATED ENTRIES TOTAL										87,042.00	87,042.00
JOURNAL 2026/11/1430 TOTAL										87,042.00	87,042.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER	JNL	ACCOUNT	ACCOUNT	DESC	T	OB	DEBIT	CREDIT	
SRC	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC
2026	11	1431							
BUA	094.000.0000.0000.40409.			USER FEES-MEMBER DISPOSAL			5		600,000.00
		05/19/2026	LF Revenue	EAH153					
		[2026-05-19 18:49:52		evelyn.huff]:					
				Revenue Reprojection					
				Reprojecting the landfill revenues for FY2026					
BUA	094.000.0000.0000.40451.			USER FEES-BUILDING RENTAL			5		2,500.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
BUA	094.000.0000.0000.40482.			USER FEES-ASBESTOS DISPOSAL			5		140,000.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
BUA	094.000.0000.0000.40612.			MISC REVENUE-REIMBURSEMENTS			5		180.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
BUA	094.000.0000.0000.40619.			MISC REVENUE-SERVICES RENDERED			5		8,400.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
BUA	094.000.0000.0000.40631.			MISC REVENUE-SALE OF EQUIPMENT			5		11,593.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
BUA	094.000.0000.0000.40801.			INVESTMENT INCOME			5		36,000.00
		05/19/2026	LF Revenue	EAH153					
				Revenue Reprojection					
								.00	.00
BUA	094.000.0000.0000.30303.			ESTIMATED REVENUE				798,673.00	
		05/19/2026	LF Revenue	EAH153					
BUA	094.000.0000.0000.30302.			BUDGET FUND BAL - UNRESERVED					798,673.00
		05/19/2026	LF Revenue	EAH153					
				SYSTEM GENERATED ENTRIES TOTAL				798,673.00	798,673.00
				JOURNAL 2026/11/1431 TOTAL				798,673.00	798,673.00

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	11	1433									
BUA	012.200.3402.0000.54520.		05/19/2026	IT Exp	EAH154			SERVICES-CONTRACT Contract Services	5	52,000.00	
			[2026-05-19	19:06:39	evelyn.huff]:						
			Correcting contract services and the phone lease for the rest of the fiscal year								
BUA	012.200.3402.0000.57010.		05/19/2026	IT Exp	EAH154			CAPITAL-OFFICE EQUIPMENT Phone Lease	5	33,000.00	
BUA	012.000.0000.0000.49011.		05/19/2026	IT Exp	EAH154			TRAN FR (11) GENERAL OP Transfer	5		85,000.00
BUA	011.000.0000.0000.59012.		05/19/2026	IT Exp	EAH154			TRAN TO (12) INTERNAL SVC Transfer	5	85,000.00	
										.00	.00
BUA	011.000.0000.0000.30301.		05/19/2026	IT Exp	EAH154			APPROPRIATIONS			85,000.00
BUA	012.000.0000.0000.30301.		05/19/2026	IT Exp	EAH154			APPROPRIATIONS			85,000.00
BUA	012.000.0000.0000.30303.		05/19/2026	IT Exp	EAH154			ESTIMATED REVENUE		85,000.00	
BUA	011.000.0000.0000.30302.		05/19/2026	IT Exp	EAH154			BUDGET FUND BAL - UNRESERVED		85,000.00	
								SYSTEM GENERATED ENTRIES TOTAL		170,000.00	170,000.00
								JOURNAL 2026/11/1433 TOTAL		170,000.00	170,000.00

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	11	1434									
BUA	016.800.2400.0000.54512.		05/19/2026	LT Audit	EAH155			SERVICES-AUDIT Lodger's Tax Audit	5	7,110.00	
			[2026-05-19	19:19:07	evelyn.huff]:						
Revising the former lodger's tax funds to account for the final audits needed											
BUA	020.800.0407.0000.54512.		05/19/2026	LT Audit	EAH155			SERVICES-AUDIT Lodger's Tax Audit	5	7,110.00	
BUA	020.000.0000.0000.40404.		05/19/2026	LT Audit	EAH155			USER FEES-CONCESSION Revenue Adjustment	5		2,516.00
BUA	016.800.2400.0000.49011.		05/19/2026	LT Audit	EAH155			TRAN FR (11) GENERAL OP Transfer In	5		7,110.00
BUA	020.000.0000.0000.49011.		05/19/2026	LT Audit	EAH155			TRAN FR (11) GENERAL OP Transfer In	5		4,594.00
BUA	011.000.0000.0000.59016.		05/19/2026	LT Audit	EAH155			TRAN TO (16) PROMOTIONS Transfer In	5	7,110.00	
BUA	011.000.0000.0000.59020.		05/19/2026	LT Audit	EAH155			TRAN TO (20) CIVIC CENTER Transfer In	5	4,594.00	
										.00	.00
BUA	011.000.0000.0000.30301.		05/19/2026	LT Audit	EAH155			APPROPRIATIONS			11,704.00
BUA	016.000.0000.0000.30301.		05/19/2026	LT Audit	EAH155			APPROPRIATIONS			7,110.00
BUA	020.000.0000.0000.30301.		05/19/2026	LT Audit	EAH155			APPROPRIATIONS			7,110.00
BUA	016.000.0000.0000.30303.		05/19/2026	LT Audit	EAH155			ESTIMATED REVENUE		7,110.00	
BUA	020.000.0000.0000.30303.		05/19/2026	LT Audit	EAH155			ESTIMATED REVENUE		7,110.00	
BUA	011.000.0000.0000.30302.		05/19/2026	LT Audit	EAH155			BUDGET FUND BAL - UNRESERVED		11,704.00	
								SYSTEM GENERATED ENTRIES TOTAL		25,924.00	25,924.00
								JOURNAL 2026/11/1434 TOTAL		25,924.00	25,924.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT		REF 1	REF 2	REF 3	LINE DESC				
2026	11	1435								
BUA	081.600.9303.0000.57024.					CAPITAL-PIPELINE REPLACEMENT	5		80,000.00	
	05/19/2026 WS Pipe		EAH156			UTM work				
	[2026-05-19 19:23:20 evelyn.huff]:									
This revision is to cover the cost of the utility maintenance portion of the White Sands pipeline replacement										
									.00	.00
BUA	081.000.0000.0000.30301.					APPROPRIATIONS				80,000.00
	05/19/2026 WS Pipe		EAH156							
BUA	081.000.0000.0000.30302.					BUDGET FUND BAL - UNRESERVED			80,000.00	
	05/19/2026 WS Pipe		EAH156							
SYSTEM GENERATED ENTRIES TOTAL									80,000.00	80,000.00
JOURNAL 2026/11/1435							TOTAL		80,000.00	80,000.00

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	11	1436								
BUA	044.500.5303.0000.54520.	05/19/2026	Drainage	EAH156			SERVICES-CONTRACT Additional Drainage Contracts	5	450,000.00	
		[2026-05-19	19:36:15	evelyn.huff]:						
		This revision is to allocate additional funds to increase the amount of ditches that can be abated								
BUA	044.000.0000.0000.49042.	05/19/2026	Drainage	EAH156			TRAN FR (42) '84 GRT Additional Drainage Contracts	5		450,000.00
BUA	042.000.0000.0000.59044.	05/19/2026	Drainage	EAH156			TRAN TO (44) TRANSPRT Additional Drainage Contracts	5	450,000.00	
									.00	.00
BUA	042.000.0000.0000.30301.	05/19/2026	Drainage	EAH156			APPROPRIATIONS			450,000.00
BUA	044.000.0000.0000.30301.	05/19/2026	Drainage	EAH156			APPROPRIATIONS			450,000.00
BUA	044.000.0000.0000.30303.	05/19/2026	Drainage	EAH156			ESTIMATED REVENUE		450,000.00	
BUA	042.000.0000.0000.30302.	05/19/2026	Drainage	EAH156			BUDGET FUND BAL - UNRESERVED		450,000.00	
SYSTEM GENERATED ENTRIES TOTAL									900,000.00	900,000.00
JOURNAL 2026/11/1436 TOTAL									900,000.00	900,000.00

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 11	1437									
BUA 024.000.0000.0000.57006.	05/19/2026	FS 2 Remod	EAH157			CAPITAL-BUILDING IMPROVEMENT Additional Expense for FS2	5	25,000.00		
	[2026-05-19	19:41:55	evelyn.huff]:							
Additional funds needed to complete the work on Fire Station 2										
BUA 024.000.0000.0000.49069.	05/19/2026	FS 2 Remod	EAH157			TRAN FR (69) '94 GRT Additional Expense for FS2	5		25,000.00	
BUA 069.000.0000.0000.59024.	05/19/2026	FS 2 Remod	EAH157			TRAN TO (24) CAPITAL IMP Additional Expense for FS2	5	25,000.00		
								.00	.00	
BUA 024.000.0000.0000.30301.	05/19/2026	FS 2 Remod	EAH157			APPROPRIATIONS			25,000.00	
BUA 069.000.0000.0000.30301.	05/19/2026	FS 2 Remod	EAH157			APPROPRIATIONS			25,000.00	
BUA 024.000.0000.0000.30303.	05/19/2026	FS 2 Remod	EAH157			ESTIMATED REVENUE		25,000.00		
BUA 069.000.0000.0000.30302.	05/19/2026	FS 2 Remod	EAH157			BUDGET FUND BAL - UNRESERVED		25,000.00		
SYSTEM GENERATED ENTRIES TOTAL								50,000.00	50,000.00	
JOURNAL 2026/11/1437 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	11	1438	BUA 032.000.0000.0000.49069.	05/19/2026	PJ Corr				TRAN FR (69) '94 GRT TI Correction	5		263,000.00
				[2026-05-19	20:03:23	evelyn.huff]:						
			Correcting the transfer in for LI2508. Increasing the transfer from Fund 069 allows us to decrease the transfer in from Fund 011									
BUA	069.000.0000.0000.59032.	05/19/2026	PJ Corr	EAH157					TRAN TO (32) COMMUNITY SV TI Correction	5	263,000.00	
BUA	032.000.0000.0000.49011.	05/19/2026	PJ Corr	EAH157					TRAN FR (11) GENERAL OP TI Correction	5	263,000.00	
BUA	011.000.0000.0000.59032.	05/19/2026	PJ Corr	EAH157					TRAN TO (32) COMMUNITY SV TI Correction	5		263,000.00
											.00	.00
BUA	011.000.0000.0000.30301.	05/19/2026	PJ Corr	EAH157					APPROPRIATIONS		263,000.00	
BUA	069.000.0000.0000.30301.	05/19/2026	PJ Corr	EAH157					APPROPRIATIONS			263,000.00
BUA	011.000.0000.0000.30302.	05/19/2026	PJ Corr	EAH157					BUDGET FUND BAL - UNRESERVED			263,000.00
BUA	069.000.0000.0000.30302.	05/19/2026	PJ Corr	EAH157					BUDGET FUND BAL - UNRESERVED		263,000.00	
									SYSTEM GENERATED ENTRIES TOTAL		526,000.00	526,000.00
									JOURNAL 2026/11/1438 TOTAL		526,000.00	526,000.00

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	11	1439	011.500.3104.0000.40611.	05/19/2026	Revenue	EAH158			MISC REVENUE-ABATEMENT Revenue Reprojection	5			117,347.00
[2026-05-20 11:19:25 evelyn.huff]:													
Adding the revenue budget for the fun center shared revenue. Also adding the budget for the abatement revenue charged so far this year.													
BUA	011.000.0507.0000.40454.	05/19/2026	Revenue	EAH158					USER FEES-BOWLING Revenue Reprojection	5			2,000.00
BUA	011.000.0507.0000.40455.	05/19/2026	Revenue	EAH158					USER FEES-OTHER REC Revenue Reprojection	5			500.00
BUA	011.000.0507.0000.40456.	05/19/2026	Revenue	EAH158					USER FEES-FOOD & BEV Revenue Reprojection	5			35,000.00
BUA	011.000.0507.0000.40457.	05/19/2026	Revenue	EAH158					USER FEES-ALCOHOL Revenue Reprojection	5			1,000.00
												.00	.00
BUA	011.000.0000.0000.30303.	05/19/2026	Revenue	EAH158					ESTIMATED REVENUE			155,847.00	
BUA	011.000.0000.0000.30302.	05/19/2026	Revenue	EAH158					BUDGET FUND BAL - UNRESERVED				155,847.00
SYSTEM GENERATED ENTRIES TOTAL												155,847.00	155,847.00
JOURNAL 2026/11/1439 TOTAL												155,847.00	155,847.00

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	11	1512								
BUA	081.600.5503.0000.54520.	05/19/2026	Hydrant	EAH159			SERVICES-CONTRACT	5	310,000.00	
		[2026-05-20 11:45:58		evelyn.huff]:			Painting of Hydrants			
Budget revision to add the budget for the hydrant painting project. This will paint approximately 1,950 hydrants									.00	.00
BUA	081.000.0000.0000.30301.	05/19/2026	Hydrant	EAH159			APPROPRIATIONS			310,000.00
BUA	081.000.0000.0000.30302.	05/19/2026	Hydrant	EAH159			BUDGET FUND BAL - UNRESERVED		310,000.00	
SYSTEM GENERATED ENTRIES TOTAL									310,000.00	310,000.00
JOURNAL 2026/11/1512 TOTAL									310,000.00	310,000.00

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 11	1518									
BUA 081.600.9303.0000.57008.	05/19/2026	Electrical EAH160				CAPITAL-COMMUNICATIONS Electrical Services	5		245,000.00	
	[2026-05-20	11:50:51	evelyn.huff]							
This revision is to add the budget for contract electrical services procured through BITS. This work is in lieu of hiring an industrial electrician									.00	.00
BUA 081.000.0000.0000.30301.	05/19/2026	Electrical EAH160				APPROPRIATIONS				245,000.00
BUA 081.000.0000.0000.30302.	05/19/2026	Electrical EAH160				BUDGET FUND BAL - UNRESERVED		245,000.00		
SYSTEM GENERATED ENTRIES TOTAL									245,000.00	245,000.00
JOURNAL 2026/11/1518 TOTAL									245,000.00	245,000.00

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 11	1542									
BUA 081.600.5603.0000.57002.	05/19/2026	Pivot	EAH160			CAPITAL-ENGINEERING Engineering	5		35,000.00	
	[2026-05-20	13:13:04	evelyn.huff]:							
<p>The water Trust Board has approved funding to replace the pivot transmission line. The plans are older and require an update before they are approved by the state. This revision provides the additional funding for the review. partial funding was identified from other sources.</p>										
									.00	.00
BUA 081.000.0000.0000.30301.	05/19/2026	Pivot	EAH160			APPROPRIATIONS				35,000.00
BUA 081.000.0000.0000.30302.	05/19/2026	Pivot	EAH160			BUDGET FUND BAL - UNRESERVED			35,000.00	
SYSTEM GENERATED ENTRIES TOTAL									35,000.00	35,000.00
JOURNAL 2026/11/1542							TOTAL		35,000.00	35,000.00

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 9.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, Resolution 2026-18, approving the City of Alamogordo's participation in a capital outlay program administered by New Mexico Department of Transportation and entering into a cooperative agreement for \$108,900.00. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**

Fiscal Impact: N/A

Amount Budgeted: \$0.00

Fund: N/A

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Approve Resolution No. 2026-18.

Background: The Commission approved grant agreement J3283, between the State of New Mexico Department of Transportation (NMDOT) and the City of Alamogordo in the amount of \$108,900, to plan, design, renovate and construct the White Sands regional airport, including the electrical systems. Subsequently, the agreement was signed by Mayor McDonald and submitted to NMDOT. The City must now submit a Resolution acknowledging acceptance of the agreement. A copy of the previously approved and signed agreement is also attached for reference.

RESOLUTION NO. 2026-18

City of Alamogordo

A RESOLUTION APPROVING THE CITY OF ALAMOGORDO’S PARTICIPATION IN A CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Alamogordo and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$108,900.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation’s share shall be 100% or \$108,900.00

and

- b. The City of Alamogordo’s proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$108,900.00

The City of Alamogordo shall pay all costs, which exceed the total amount of \$108,900.00

NOW THEREFORE, BE IT RESOLVED in official session that the City of Alamogordo determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing. The agreement terminates on **June 30, 2029 (for Laws of 2025)** and the City of Alamogordo incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Alamogordo, New Mexico, for the City of Alamogordo to enter into Cooperative Agreement Control Number HW2C2253283 with the New Mexico Department of Transportation for Capital Outlay (**Laws of 2025**) to plan, design, renovate and construct the White Sands regional airport, including the electrical systems, 3500 Airport Road, Alamogordo, NM within the control of the City of Alamogordo in Alamogordo, in Otero County, New Mexico.

PASSED, APPROVED AND ADOPTED at a Regular Meeting held the 26th day of May 2026.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Sharon McDonald, Mayor

DATE: _____

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Stephanie Hernandez, Acting City Manager

Contract Number: _____
Vendor Number: **0000054303**
Control Number: **HW2C2253283**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, (“**Department**”) and 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, HB450, Chapter 159, Section 39, Subsection 63, 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. C2253283 (“Project”), Appropriation ID J3283, Reversion Date 6/30/2029 (“Reversion Date”). Laws of 2025, Chapter 159, Section 39, Subsection 63, (One Hundred Eight Thousand Nine Hundred Dollars and No Cents) (\$108,900), to plan, design, renovate and construct the White Sands regional airport, including the electrical systems, in Alamogordo in Otero county.**
- B. Grantee’s total reimbursements shall not exceed One Hundred Eight Thousand Nine Hundred Dollars and No Cents, (\$108,900) (“Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”), if applicable, One Thousand One Hundred Dollars and No Cents, which equals One Hundred Eight Thousand Nine Hundred Dollars and No Cents (“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: Deborah Osborne
 - Title: Grant Coordinator
 - Address: 1376 E. 9th St., Alamogordo, New Mexico 88310
 - Email: dosborne@ci.alamogordo.nm.us
 - Telephone: 575-439-4257
- 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. 9th St., Alamogordo, New Mexico 88310
 - Email: ehuff@ci.alamogordo.nm.us
 - Telephone: 575-439-4268
- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.
 - Department: Department of Transportation, District 2 Office
 - Name: Libby Coslin
 - Title: Capital Outlay District Coordinator
 - Address: P.O. Box 1457, Roswell, NM 88202
 - Email: Libby.Coslin2@dot.nm.gov
 - Telephone: 575-840-3373

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, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'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 [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] 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 [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] 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:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

(Print Name)

(Title)

APPROVED BY GRANTEE: Ci ty of Alamogordo
Entity Name

Official with Authority to Bind Grantee:

Sharon McDonald
Signature

Sharon McDonald SHARON McDONALD
(Print Name)

Mayor
(Title)

5-4-2026
Date

Fiscal Officer or Chief Financi... Officer

[Signature]
Signature

Evelyn Huff
(Print Name)

Finance Director
(Title)

5/5/2026
Date

Legal Counsel: (OPTIONAL)

Signature

N/A

(Print Name)

(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 Suite, 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# _____ Lic 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

EXHIBIT B

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

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: _____

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: _____

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.

EXHIBIT C

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

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.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Alamogordo shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Alamogordo shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 10.

Submitted By: Sue Ashe

Subject: Consider, and act upon, approval of the Investment Report for the quarter ending Mar 31, 2026, in accordance with the City of Alamogordo Investment Ordinance. *(Evelyn Huff, Finance Director)*

Fiscal Impact: N/A
Amount Budgeted: \$0.00
Fund: N/A

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Accept the Quarterly Investment Report for the period ending March 31, 2026.

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	\$	6,614	or	0.01%
Short Term Investments	\$	2,579,067	or	2.87%
US Treasury Notes/Agency Bonds	\$	71,798,205	or	79.92%
Certificates of Deposits	\$	15,447,755	or	17.20%
Total Investments:	\$	89,831,641		100.00%

Total gains (losses) for the quarter ended March 31, 2026, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$616,805.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$	2,854,896
Interest Received to Date	\$	2,060,190 72.16% of budget

Note: The investments mature at different times throughout the year and 42.88% 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 \$28,437.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	Prin +/- Prem(Disc)	Accrued Interest	BOOK PURCHASE PRICE	FY26 Balances	Adj for Prem (Disc) - Mar	Interest added	Paid Down Mar	INVESTMENT AMOUNT
				FY26 remaining						BOOK VALUE
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA				7,575,412.02	6,416.30		18.52		6,613.74
	CD				250,000.00	-				-
	CD				750,000.00	-				-
First Savings Bank (CD# 81187231)	CD				500,000.00	606,181.03				614,654.26
First Savings Bank (CD# 81187926)	CD				265,965.07	294,917.54		1,350.41		298,994.90
	CD				250,000.00	-				-
First Savings Bank (CD# 13401520)	CD				1,000,000.00	1,151,796.29		5,274.00		1,167,720.35
First Savings Bank (Money Market 2072498156)	MM				562,699.03	1,540,320.62		3,432.41		1,569,470.20
	CD				250,000.00	-				-
Pioneer Bank (CD#30100640)	CD				250,000.00	295,531.93		1,160.54		299,051.04
Bank of the West (CD#029771907)	CD				250,000.00	0.16				0.16
Washington Federal (CD# 172-200282-9)	CD				250,000.00	8.00				8.00
	CD				1,000,000.00	-				-
Moreton (Enterprise Bk NA NB)	CD	29367QCZ9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Texas Exchange Bk Crowley)	CD	88241TJB7	250,000.00		250,000.00	249,798.29				249,798.29
Moreton (Security Bk & TR CO Paris CD)	CD	814010CK8	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Sunwest Bak Irvine Calif)	CD	86804DCT3	250,000.00		250,000.00	249,851.37				249,851.37
Moreton (FNB Oxford BK)	CD	30259XAW2	250,000.00		250,000.00	249,840.75				249,840.75
Moreton (Home Savings Bk Chanute KS)	CD	43733WAH6	250,000.00		250,000.00	248,991.78				248,991.78
Moreton (Goldman Sachs BK USA N Y)	CD	38149MWH2	250,000.00		250,000.00	249,808.90				249,808.90
Moreton (Peoples Svgs BK)	CD	71224LAB0	250,000.00		250,000.00	249,861.99				249,861.99
Moreton (Sandhills St Bk Bassett NEB)	CD	800037AP8	250,000.00		250,000.00	249,830.14				249,830.14
Moreton (National BK Comm Superior)	CD	633368FE0	250,000.00		250,000.00	249,872.60				249,872.60
Moreton (Spring Bk Bronx NY)	CD	849430BM4	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Pinnacle Bk Jasper ALA)	CD	723451BX7	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Southeast Bank Athens Tenn)	CD	84133PFD5	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Denver Svgs Bk Iowa)	CD	249398BZ0	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Toyota Finl Svgs BK)	CD	89235MLE9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Prime Alliance BK Utah)	CD	74160NHL7	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Sallie Mae Bk Murray Utah)	CD	795451AT0	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Farm Bur Bk FSB Sparks Nev)	CD	307660LN8	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Henderson ST Bk Neb)	CD	425246AY1	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Grant CNTY Bank Ulysses Kans)	CD	38762PDW9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Fidelity Co-Operative Bk)	CD	316077DW3	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Discover BK Greenwood Del)	CD	254673F76	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Capital One Bank)	CD	14042THS9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Saco & Biddeford Svgs)	CD	78577THR9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Drake Bk St Paul Minn)	CD	26144KAS6	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Capital Cmnty BK Inc Provo UT)	CD	14005LBD0	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Bankers Bk Madison)	CD	06610RCK3	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Citizens Bk Batesville)	CD	173477BY5	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (New Rep Bk Charlotte North)	CD	64832JAW8	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Bank Utah Ogden Utah)	CD	065427BX3	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Security First Bk Lincoln Neb)	CD	81425PBT7	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Maple City Svgs Bank)	CD	56511PBK3	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Bankwest Inc Pierre SD)	CD	06652CJD4	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (First Premier Bk Sioux Falls)	CD	33610RVX8	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Merit Bk Huntsville, AL)	CD	58986LAG4	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Method Bk Wyandotte Okla)	CD	59151MBR4	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (First Finl Bk Dakota)	CD	32022RZF7	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (First St Bk Winchester Ohio)	CD	33650TAR1	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (West Gate Bk Lincoln Neb)	CD	95285QCP1	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RV53	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Medallion BK Utah)	CD	58404DXX4	250,000.00	27.40	250,000.00	250,000.00				250,000.00
Moreton (Morgan Stanley Private BK)	CD	61768UBZ7	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Truist BK)	CD	897926BR1	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (CFG CMNTY BK Lutherville MD)	CD	12527CME9	250,000.00		250,000.00	250,000.00				250,000.00

INSTITUTION INVESTED IN	INV TYPE	CUSIP	Prin +/- Prem(Disc)	Accrued Interest	BOOK PURCHASE PRICE	FY26 Balances	Adj for Prem (Disc) - Mar	Interest added	Paid Down Mar	INVESTMENT AMOUNT
				FY26 remaining						BOOK VALUE
Moreton (Generations Bk Rogers Ark)	CD	37149CBQ9	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (First Premier Bk Sioux Falls)	CD	33610RWR0	250,000.00		250,000.00	250,000.00				250,000.00
Moreton (Freddie Mac)	FreddieMac	3134GXDF8	1,003,750.00	330.56	\$1,003,750.00	1,000,024.15				999,708.63
Moreton (Freddie Mac)	FreddieMac	3134GW6C5	987,520.00	3,488.89	\$987,520.00	998,896.67				1,000,024.53
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3135G06L2	1,484,310.00	3,901.04	\$1,484,310.00	1,499,624.10				1,502,375.68
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130ALDA9	1,986,900.00	2,166.67	\$1,986,900.00	1,995,863.80				1,995,863.80
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM2C5	499,500.00	9.86	\$499,500.00	499,413.27				499,513.39
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ELN34	997,440.00	1,895.83	\$997,440.00	997,440.00				997,440.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM3Q3	1,000,000.00	501.67	\$1,000,000.00	1,000,000.00				1,000,000.00
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	997,870.00	760.83	\$997,870.00	997,870.00				997,870.00
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	993,000.00	1,014.44	\$993,000.00	993,000.00				993,000.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENBR0	1,000,000.00	180.56	\$1,000,000.00	1,000,000.00				1,000,000.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EMUB6	998,955.00	3,333.33	\$998,955.00	999,494.57	82.87			999,660.77
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENAW0	498,656.44	1,287.78	\$498,656.44	499,440.13				499,545.46
Moreton (Federal Home Loan Banks)	Federal Home	3130ALGL2	496,500.00	1,718.96	\$496,500.00	498,063.74				498,404.89
Moreton (Federal Home Loan Banks)	Federal Home	3130AQU8	997,830.00	-	\$997,830.00	998,902.89				999,337.13
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENSU5	1,000,000.00	79.44	\$1,000,000.00	1,000,000.00				1,000,000.00
Moreton (Federal Home Loan Bank)	Federal Home	3130ARGQ8	1,000,000.00	-	\$1,000,000.00	1,000,000.00				1,000,000.00
Moreton (Freddie Mac)	FreddieMac	3134GXRM8	1,000,000.00	-	\$1,000,000.00	1,000,000.00				1,000,000.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENVL1	994,750.00	12,586.67	\$994,750.00	996,902.68				997,290.17
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENYM6	995,000.00	8,610.00	\$995,000.00	997,897.97				998,405.08
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZF5	995,000.00	555.56	\$995,000.00	995,485.13				\$995,766.59
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZP3	1,021,310.00	227.78	\$1,021,310.00	1,021,616.18				\$1,021,793.82
Moreton (Federal Home Loan Mtg Corp)	Federal Home	3134HBDM0	1,995,000.00	-	\$1,995,000.00	1,995,000.00				\$1,995,025.05
Moreton (Freddie Mac)	FreddieMac	3134HBH27	998,250.00	-	\$998,250.00	998,250.00				\$998,396.53
Moreton (Freddie Mac)	FreddieMac	3134HBHY0	999,000.00	-	\$999,000.00	999,000.00				\$999,074.55
Moreton (Freddie Mac)	FreddieMac	3134HBHJ5	1,993,000.00	-	\$1,993,000.00	1,993,000.00				\$1,993,469.47
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETDZ7	1,004,250.00	127.50	\$1,004,250.00	1,004,250.00				\$1,003,963.72
Moreton (Federal Home Loan Bank)	Federal Home	3130B6CG9	1,000,716.00	-	\$1,000,716.00	1,000,716.00				\$1,000,641.38
Moreton (Federal Home Loan Bank)	Federal Home	3130B6A30	998,750.00	366.67	\$998,750.00	998,750.00				\$998,854.85
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETDG9	1,001,000.00	3,941.67	\$1,001,000.00	1,001,000.00				\$1,000,943.11
Moreton (Federal Home Loan Bank)	Federal Home	3130B7HE7	2,503,750.00	-	\$2,503,750.00	\$2,503,750.00				\$2,503,742.84
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETTR8	2,506,250.00	-	\$2,506,250.00	\$2,506,250.00				\$2,506,242.03
Moreton (Federal Home Loan Bank)	Federal Home	3130B7Q56	2,506,500.00	-	\$2,506,500.00	\$2,506,500.00				\$2,506,500.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXV4	2,505,625.00	2,659.72	\$2,505,625.00	\$2,505,625.00				\$2,505,625.00
Moreton (Freddie Mac)	FreddieMac	3134HBK83	2,510,000.00	3,055.56	\$2,510,000.00	\$2,510,000.00				\$2,509,326.42
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXP7	2,508,750.00	3,256.94	\$2,508,750.00	\$2,508,750.00				\$2,508,750.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETL88	2,998,305.00	1,510.42	\$2,998,305.00	\$2,998,305.00				\$2,998,305.00
Moreton (Federal Home Loan)	Federal Home	3130B8EH1	1,003,500.00	-	1,003,500.00	1,003,500.00		-	-	\$1,003,500.00
Moreton (Federal Home Loan)	Federal Home	3134HCAU3	1,502,250.00	468.75	1,502,250.00	1,502,250.00				\$1,502,250.00
Moreton (Fannie Mae)	Fannie Mae	3136GC2T1	999,250.00	738.89	999,250.00	999,250.00				\$999,250.00
Moreton (Freddie Mac)	FreddieMac	3134HB4J7	1,501,125.00	2,812.50	1,501,125.00	1,501,125.00				\$1,501,125.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM20	1,502,625.00	1,758.33	1,502,625.00	1,502,625.00				\$1,502,625.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM53	1,754,812.50	7,022.36	1,754,812.50	1,754,812.50				\$1,754,812.50
Moreton (Federal Home Loan Bank)	Federal Home	3130B8CM2	1,502,250.00	375.00	1,502,250.00	1,502,250.00				\$1,502,250.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM53	1,002,000.00	6,472.22	1,002,000.00	1,002,000.00				\$1,002,000.00
Moreton (Federal Home Loan Bank)	Federal Home	3130B8XB3	1,003,750.00	0.00	1,003,750.00	1,003,750.00				\$1,003,750.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ET6D4	3,512,033.00	3,972.50	3,512,033.00	3,512,033.00				\$3,512,033.00
Moreton (Federal Natl Mtg Assn)	Federal Natl	3136GCN68	3,000,000.00	0.00	3,000,000.00	3,000,000.00				\$3,000,000.00
Morteon (Fedral Home Loan Mtg)	Federal Home	3134HCXW4	1,000,000.00	0.00	1,000,000.00	1,000,000.00				\$1,000,000.00
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EWEN6	1,001,000.00	1,493.33	1,001,000.00	1,001,000.00				\$1,001,000.00
Moreton (Federal Home Loan Banks)	Federal Home	3130B9Q37	2,488,750.00	1,812.50	2,488,750.00	2,488,750.00				\$2,488,750.00

INSTITUTION INVESTED IN	INV TYPE	CUSIP	Prin +/- Prem(Disc)	Accrued Interest FY26 remaining	BOOK PURCHASE PRICE	FY26 Balances	Adj for Prem (Disc) - Mar	Interest added	Paid Down Mar	INVESTMENT AMOUNT BOOK VALUE
AVERAGE										
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016										
Moreton Capital Markets Money Market and Cash					\$2,579,066.90					\$2,579,066.90
Wells Fargo ST Money Market 6810881786					\$0.00					-
Wells Fargo - PHA account					\$0.00					-
TOTAL					98,983,926					89,831,641
US Treasury Notes/Agency Bonds - WF / RBC										71,798,205.39
State Investment Pool										\$6,613.74
Certificate of Deposits										15,447,754.73
Money Market Accounts										2,579,066.90
					Total					89,831,640.76

MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE			PURCHASE DATE	FY 24 - 25 Y-T-D
							EARNINGS
6,613.74	0	1.907%	DAILY			N/A	197.44
-	0	1.250%	02/07/26	-	-53	02/07/18	-
-	0	1.250%	03/22/26	-	-8	03/22/18	-
614,654.26	0	0.800%	02/11/29	633,708,542.06	1031	02/10/19	8,473.23
298,994.90	0	1.250%	03/12/28	209,894,419.80	702	03/12/18	4,077.36
-	0	1.000%	02/07/26	-	-53	02/07/18	-
1,167,720.35	0	1.000%	03/12/26	(21,018,966.30)	-18	03/12/18	15,924.06
1,569,470.20		1.000%				02/22/23	29,149.58
-	0	1.650%	02/08/23	-		02/08/18	-
299,051.04	0	1.600%	02/12/26	(14,354,449.92)	-48	02/12/18	3,519.11
0.16	0	1.600%	03/20/26	(1.60)	-10	03/20/18	-
8.00	0	2.050%	03/22/23	-	0	03/22/18	-
-	0	1.250%	04/09/23	-	0	04/09/18	-
	0						
248,637.50	(1,363)	0.850%	06/05/26	16,250,000.00	65	06/05/20	1,589.39
247,835.00	(1,963)	0.950%	07/17/26	26,728,417.03	107	07/17/20	1,776.37
244,827.50	(5,173)	0.450%	11/13/26	-		11/13/20	567.12
242,760.00	(7,091)	0.700%	03/05/27	83,700,208.95	335	03/05/21	1,308.92
242,570.00	(7,271)	0.750%	03/19/27	87,194,421.75	349	03/19/21	1,402.42
242,667.50	(6,324)	0.800%	03/19/27	86,898,131.22	349	03/19/21	2,000.00
248,987.50	(821)	0.900%	05/19/26	12,240,636.10	49	05/19/21	1,682.89
249,015.00	(847)	0.650%	05/19/26	12,243,237.51	49	05/19/21	1,215.39
241,402.50	(8,428)	0.800%	05/21/27	102,680,187.54	411	05/21/21	1,469.78
248,842.50	(1,030)	0.600%	05/21/26	12,743,502.60	51	05/21/21	1,121.94
248,645.00	(1,355)	0.500%	05/28/26	14,500,000.00	58	05/28/21	934.91
248,327.50	(1,673)	0.500%	06/11/26	17,750,000.00	71	06/11/21	626.71
248,240.00	(1,760)	0.600%	06/17/26	19,250,000.00	77	06/17/21	752.05
248,005.00	(1,995)	0.600%	06/28/26	22,000,000.00	88	06/28/21	1,121.94
247,590.00	(2,410)	0.950%	07/29/26	29,750,000.00	119	07/29/21	3,258.56
233,770.00	(16,230)	1.000%	07/31/28	210,000,000.00	840	07/30/21	1,869.87
247,157.50	(2,843)	1.050%	08/25/26	36,250,000.00	145	08/25/21	2,625.00
232,777.50	(17,223)	0.950%	09/08/28	219,500,000.00	878	09/10/21	1,776.37
231,997.50	(18,003)	0.850%	09/18/28	222,000,000.00	888	09/17/21	1,589.39
238,887.50	(11,113)	0.150%	01/15/27	71,250,000.00	285	12/15/21	2,243.83
244,720.00	(5,280)	0.150%	01/26/27	74,000,000.00	296	01/26/22	2,337.33
248,010.00	(1,990)	3.200%	06/01/27	105,250,000.00	421	06/01/22	4,010.96
248,435.00	(1,565)	3.400%	07/20/27	117,500,000.00	470	07/20/22	8,500.00
248,590.00	(1,410)	3.450%	07/21/27	117,750,000.00	471	07/21/22	6,450.99
248,065.00	(1,935)	3.450%	01/21/28	162,750,000.00	651	07/22/22	6,450.99
247,707.50	(2,293)	3.500%	07/24/28	208,500,000.00	834	07/22/22	6,544.52
249,370.00	(630)	3.800%	07/19/28	207,250,000.00	829	01/19/24	7,105.48
249,427.50	(573)	3.850%	01/19/29	252,250,000.00	1009	01/19/24	7,199.01
250,100.00	100	4.650%	11/24/26	58,500,000.00	234	05/24/24	8,694.87
250,007.50	8	3.500%	09/28/29	314,500,000.00	1258	09/25/24	8,750.00
250,045.00	45	3.600%	09/28/29	314,500,000.00	1258	09/25/24	9,000.00
248,212.50	(1,788)	3.500%	10/12/27	138,000,000.00	552	10/11/24	4,386.99
245,547.50	(4,453)	3.600%	10/11/29	317,750,000.00	1271	10/11/24	6,731.50
245,627.50	(4,373)	3.600%	10/18/30	409,500,000.00	1638	10/18/24	4,512.33
250,010.00	10	4.050%	01/28/30	344,500,000.00	1378	01/28/25	7,572.93
250,032.50	33	4.350%	03/06/29	264,000,000.00	1056	03/06/25	8,133.92
249,967.50	(33)	3.900%	03/24/28	178,500,000.00	714	03/25/25	7,292.46
250,005.00	5	4.300%	05/13/30	370,750,000.00	1483	05/13/25	8,040.39
249,642.50	(358)	4.150%	05/16/30	371,500,000.00	1486	05/16/25	7,759.91
246,302.50	(3,698)	4.000%	05/17/32	551,750,000.00	2207	05/16/25	7,479.48
249,982.50	(18)	4.000%	06/17/30	379,250,000.00	1517	06/17/25	7,452.08
249,987.50	(13)	4.300%	06/21/30	380,250,000.00	1521	06/23/25	5,330.82
249,955.00	(45)	4.450%	06/27/30	381,750,000.00	1527	06/27/25	-
249,975.00	(25)	4.300%	06/30/32	562,500,000.00	2250	06/30/25	7,156.83

MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE			PURCHASE DATE	FY 24 - 25 Y-T-D
							EARNINGS
249,995.00	(5)	4.400%	07/18/30			1548	7,323.31
247,835.00	(2,165)	3.850%	07/22/31			1912	4,852.05
980,130.00	(19,579)	0.700%	11/24/26			234	3,184.48
983,240.00	(16,785)	0.800%	10/28/26			208	5,127.86
1,469,820.00	(32,556)	0.875%	12/18/26			258	9,314.08
1,951,100.00	(44,764)	1.000%	02/26/27			326	20,000.00
494,460.00	(5,053)	0.710%	08/10/26			130	3,650.12
964,920.00	(32,520)	0.875%	06/22/24	(636,366,720.00)		-638	4,375.00
924,470.00	(75,530)	1.290%	02/26/26	(34,000,000.00)		-34	12,900.00
975,340.00	(22,530)	0.830%	02/10/27			310	8,300.00
975,340.00	(17,660)	0.830%	02/10/27			310	8,300.00
963,290.00	(36,710)	1.300%	10/20/27			560	6,500.00
955,570.00	(44,091)	1.300%	03/23/28			713	15,166.20
471,365.00	(28,180)	1.300%	10/12/28			912	3,905.33
488,355.00	(10,050)	1.300%	02/26/27			326	5,916.15
985,120.00	(14,217)	2.010%	02/17/27			317	20,534.24
990,990.00	(9,010)	2.860%	03/29/27			359	28,600.00
990,630.00	(9,370)	2.875%	04/14/27			374	14,375.00
997,670.00	(2,330)	3.550%	05/18/27			408	17,750.00
997,300.00	10	3.840%	04/27/28			747	19,587.49
991,950.00	(6,455)	3.780%	06/08/28			788	19,407.11
993,610.00	(2,157)	4.000%	10/02/30			1622	20,281.46
1,005,279.00	(16,515)	4.000%	10/07/31			1987	20,677.64
2,006,120.00	11,095	4.250%	03/27/30			1437	85,025.05
995,340.00	(3,057)	4.000%	04/17/29			1097	20,146.53
995,590.00	(3,485)	4.125%	10/15/29			1275	20,699.55
1,989,800.00	(3,669)	4.000%	04/17/30			1457	40,469.47
992,750.00	(11,214)	4.590%	04/22/30			1462	22,536.22
996,500.00	(4,141)	4.375%	05/22/29			1132	21,800.38
996,190.00	(2,665)	4.400%	05/13/30			1483	22,000.00
998,410.00	(2,533)	4.730%	04/16/31			1816	19,651.44
2,482,325.00	(21,418)	4.140%	08/27/29			1227	51,742.84
2,487,775.00	(18,467)	4.590%	08/25/31			1945	57,367.03
2,488,650.00	(17,850)	4.000%	09/11/28			881	50,000.00
2,483,775.00	(21,850)	3.830%	09/15/28			885	45,215.28
2,496,650.00	(12,676)	4.000%	05/22/29			1132	19,326.42
2,476,475.00	(32,275)	4.690%	09/15/32			2325	55,368.06
2,940,480.00	(57,825)	3.625%	10/24/31			2004	-
993,550.00	(9,950)	3.900%	11/13/29			1303	-
1,483,320.00	(18,930.00)	3.750%	11/23/29			1313	-
988,860.00	(10,390.00)	3.800%	10/21/30			1641	-
1,483,185.00	(17,940.00)	3.750%	11/06/30			1656	-
1,484,550.00	(18,075.00)	4.220%	10/27/31			2007	-
1,744,969.60	(9,842.90)	4.660%	10/27/32			2367	-
1,478,145.00	(24,105.00)	4.500%	11/05/32			2375	-
981,545.40	(20,454.60)	4.660%	10/27/32			2367	-
987,930.00	(15,820.00)	4.700%	12/29/33			2789	-
3,460,170.00	(51,863.00)	4.540%	01/05/33			2435	-
2,951,010.00	(48,990.00)	4.020%	02/17/33			2477	-
983,660.00	(16,340.00)	3.800%	03/01/31			1771	-
992,750.00	(8,250.00)	3.840%	02/25/30			1405	-
2,475,400.00	(13,350.00)	4.350%	03/17/33			2507	-

MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE			PURCHASE DATE	FY 24 - 25 Y-T-D
							EARNINGS
			105			921	
						2.56	
2,579,066.90	0	varies	N/A			N/A	
-	0	varies	N/A			N/A	-
-	0	varies	N/A			N/A	
88,751,901.05	(1,079,739.71)						1,060,543.21
80%							
0%							
17%							
3%							
1.00							

CITY OF ALAMOGORDO
COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **March 31, 2026**

<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	\$ 6,614	n/a			-			-
Wells Fargo	\$ 1,316,037							
Wells Fargo - PHA	\$ -	-	\$ -					
	<u>\$ 1,316,037</u>	250,000	\$ 1,066,037	50.00%	533,019	1,065,639.64	532,621	398
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 2,579,067	2,579,067						
Certificates of Deposit	\$ 11,497,856	11,497,856	\$ -					
b. Securities	<u>\$ 71,798,205</u>	n/a						
	<u>\$ 85,875,128</u>							
First National - Alamogordo	\$ 7,318,106	250,000	\$ 7,068,106	50.00%	3,534,053	4,766,114.37	1,232,062	2,301,991
First Savings Bank	\$ 3,650,840	250,000	\$ 3,400,840	50.00%	1,700,420	3,443,017.00	1,742,597	(42,177)
Bank '34	\$ -	-	\$ -	50.00%	-	-	-	-
Pioneer Bank	\$ 299,051	250,000	\$ 49,051	50.00%	24,526	178,290.99	1	(129,240)
Bank of the West	\$ 0	-	\$ 0	50.00%	0	-	(0)	0
Washington Federal	\$ 8	-	\$ 8	50.00%	-	-	-	8
3) New Mexico Finance Authority	\$ 3,523,044	n/a						
TOTAL	\$ 101,988,828		\$ 11,584,042		5,792,017	9,453,062.00	\$ 3,507,281	\$ 2,130,980

- 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
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
October 2025	91,819,699	271,076	3.543%	271,076
November 2025	92,071,012	251,314	3.275%	251,314
December 2025	89,246,589	175,577	2.361%	175,577
January 2026	89,288,562	41,974	0.564%	41,974
February 2026	89,545,472	256,910	3.443%	256,910
March 2026	89,860,078	314,606	4.201%	314,606
ANNUAL AVERAGE	90,604,035	221,628	2.9302%	\$221,628
12 MONTH TOTALS		2,659,535	2.9353%	2,659,535
			This Quarter	613,489

(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
March 31, 2026**

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	7,549,318.49
28	POLICE CONTINGENCY	59,551.18
31	CEMETERY-PERPETUAL CARE	823,801.40
33	FIRE PROTECTION FUND	2,203,306.10
37	ST HIGHWAY CLEANUP	71,853.84
38	TRAFFIC SAFETY	28,223.14
42	84 GRT	3,186,766.37
49	86 GRT	5,836,926.93
53	GO BOND P&I	3,019.61
61	91 GRT INFRASTRUCTURE	2,680,652.91
69	94 GROSS RECEIPTS TAX	7,281,151.98
74	SENIOR GIFT FUND	98,802.97
81	WATER/SEWER OPERATIONS	19,623,798.08
86	SOLID WASTE	1,315,416.10
88	BONITO LAKE	379,397.56
89	ESGRT .0625%	2,442,063.55
94	LANDFILL OPERATIONS	5,326,039.75
96	FLEET COLLISION	181,244.44
104	UTILITY DEPOSITS	678,181.76
105	ECONOMIC DEVELOPMENT GRT	941,605.45
107	LIABILITY/DEDUCTABLE INSURANCE	436,047.91
109	2004 CAPITAL OUTLAY GRT	21,269,338.27
114	SIDEWALK REVOLVING LOANS	2.41
119	11 GRT REF/IMP REV BOND	8,340.53
121	2015 GO BONDS-FUN CENTER	99,135.83
122	2015 GO BONDS - STREETS	192,120.85
124	AMERICAN RESCUE PLAN ACT	1,433,200.41
125	CANNABIS REGULATION ACR	306,845.44
126	LG ABATEMENT FUND	1,006,874.07
127	QUALITY OF LIFE CAPITAL	4,397,050.18
TOTAL:		<u><u>89,860,077.51</u></u>

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 5/26/2026

Report Date:

Report No: 11.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon approval of the Collective Bargaining Agreement Between the City of Alamogordo and the Alamogordo Public Safety Officers Association (APSOA). (*Stephanie Hernandez, Acting City Manager, and Dina Holcomb, Holcomb Law Offices*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Any fiscal impacts associated with the agreement will be incorporated within the City's adopted budget and future budget planning as applicable.

Recommendation: Staff recommends that the City Commission review the proposed Collective Bargaining Agreement between the City of Alamogordo and the Alamogordo Public Safety Officers Association and consider approval as presented.

Background:

The City of Alamogordo and the Alamogordo Public Safety Officers Association (APSOA) have been engaged in negotiations regarding a successor Collective Bargaining Agreement governing the terms and conditions of employment for sworn police officers represented by APSOA.

Negotiations were conducted through City officials and Dina E. Holcomb, Esq., Holcomb Law Office, who served as the City's labor counsel and lead negotiator. Discussions were held in accordance with the applicable provisions of the New Mexico Public Employee Bargaining Act and the City's established collective bargaining procedures.

Representatives for both parties met to review contract provisions, including non-economic articles, operational language, and economic considerations impacting wages, benefits, and working conditions. The proposed agreement reflects the outcome of those negotiations and establishes the agreed-upon terms and conditions of employment for the bargaining unit for the duration specified within the agreement.

The proposed agreement has been reviewed by legal counsel and City staff. The Alamogordo Public Safety Officers Association membership voted to ratify the agreement on Wednesday, March 4. The agreement is now being presented to the City Commission for consideration and possible approval.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/21/2026

Report No: 12.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution No. 2026-17 requesting interim approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico, to adopt the Preliminary 2026-2027 Budget as of May 26, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances \$50,017,258

Revenues \$76,654,575

Expenditures \$66,358,722

Net Transfers In/Out \$0

Ending Cash Balances \$60,313,111

Recommendation: Approve the Resolution.

Background: The City is required to hold a public hearing on the budget before adopting the preliminary budget for the new fiscal year (2026-2027).

The preliminary budget is due to the Department of Finance and Administration (DFA) by June 1, 2026, and DFA is required to give the City interim approval of the preliminary budget prior to July 1, 2026.

The final budget will come before the City Commission at a meeting on July 28, 2026, and will include the true carry over fund balances and any other adjustments required. The final budget is due to the DFA by July 30, 2026. The DFA usually sends the approval of the final budget for the fiscal year no later than September 1, 2026.

The City Commission held budget public hearings on Monday, May 4, 2026, in the Donald E. Carroll City Commission Chambers. Attached are the adjustments as discussed at the public hearing.

**ALL FUNDS SUMMARY
PRELIMINARY BUDGET 2026-2027**

1/12TH REQ RSRV
1,564,388
1/12TH REQ RSRV
0
Fund Reserve Policy

Bal. Remaining
423,320

FUND NO.	FY 2026-2027 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	3,624,167	26,475,090	2,950,000	12,288,888	(9,338,888)	18,772,661	1,987,708	1,564,388	423,320
12	INTERNAL SERVICE FUND	90,533	276,405	6,343,675		6,343,675	6,699,755	10,858		\$10,858
15	CORRECTIONS-JAIL	391	56,000	10,600		10,600	66,898	93		\$93
16	LODGER'S TAX-PROMOTIONAL FUND	692		254,000		254,000	254,550	142		\$142
17	POLICE COURT BOND	8,638				0		8,638		\$8,638
19	COURT AUTOMATION FUND	39,730			39,730	(39,730)		0		\$0
20	LODGER'S TAX-CITY	1,233	28,000	314,000		314,000	343,027	206		\$206
21	D.A.R.E. DONATIONS FUND	(0)	1,186			0		1,186		\$1,186
24	GRANT CAPITAL IMPROVEMENT	0				0		0		\$0
27	MUNICIPAL COURT OPERATIONS	1,844	8,000	558,480		558,480	568,097	227		\$227
28	POLICE CONTINGENCY	63,115	2,006			0	5,500	59,621		\$59,621
31	CEMETERY-PERPETUAL CARE	853,090	40,485			0		893,575		\$893,575
32	COMMUNITY SERVICES	2,974	509,145	5,961,806		5,961,806	6,472,925	1,000		\$1,000
33	FIRE PROTECTION	45	977,295			0	903,078	74,262		\$74,262
35	HIDTA GRANT FUND	0				0		0		\$0
36	LAW ENFORCEMENT FUND	0	170,000			0	170,000	0		\$0
37	STATE HIGHWAY FUND	190,211	33,621			0	7,920	215,912		\$215,912
38	TRAFFIC SAFETY FUND	27,180	16,699			0	5,808	38,071		\$38,071
39	STATE JUDICIAL	17,876	8,500			0	8,500	17,876		\$17,876
42	1984 GROSS RECEIPTS TAX	2,104,529	2,588,592		3,003,811	(3,003,811)	43,500	1,645,810	325,415	\$1,320,395
44	TRANSPORTATION FUND	38,088	1,224,235	2,743,489	575,376	2,168,113	3,428,436	2,000		\$2,000
48	NEW MEXICO C.D.B.G.	0				0		0		\$0
49	1986 GROSS RECEIPTS TAX	3,292,725	2,725,326		3,081,340	(3,081,340)	513,500	2,423,211	464,941	\$1,958,270
50	PROPERTY ACQUISITION	85,010				0		85,010		\$85,010
53	GENERAL OBLIGATION	1,149,998	1,336,197			0	1,292,546	1,193,649	646,273	\$547,376
54	REVERSE OSMOSIS PROJECT RSV	20,950				0		20,950		\$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0				0		0		\$0
59	REVENUE BOND P & I FUND	0		2,560,172		2,560,172	2,558,891	1,281		\$1,281
61	MUNICIPAL INFRASTRUCTURE .0625%	2,044,849	712,452		1,285,000	(1,285,000)	10,875	1,461,426		\$1,461,426
63	COMMUNITY DEVELOPMENT	909	44,100	1,285,000	62,228	1,222,772	1,266,122	1,659		\$1,659
69	1994 GROSS RECEIPTS	6,406,637	2,692,825		1,287,146	(1,287,146)	43,500	7,768,816	1,608,933	\$6,159,883
71	ALAMO SENIOR CENTER	1,900	731,570	876,500		876,500	1,609,513	457		\$457
74	ALAMO SENIOR CENTER GIFT	96,154	11,329			0	12,000	95,483		\$95,483
75	RETIRED & SENIOR VOL. PROGRAM	4,145	146,057	34,000		34,000	184,129	73		\$73
81	WATER/SEWER OPERATING	8,557,538	20,954,554	109,387	4,847,911	(4,738,524)	9,712,950	15,060,618	3,716,988	\$11,343,630
82	98 JT WATER/SEWER BOND P&I	43,131		3,345,543		3,345,543	3,346,837	41,837		\$41,837
86	SOLID WASTE COLLECTION SYS.	1,219,015	2,606,309		82,868	(82,868)	2,700,739	1,041,717		\$1,041,717
88	BONITO CAMPGROUND	231,216	12,780			0	160,000	83,996		\$83,996
89	ESGRT .0625%	1,459,997	622,155			0	260,875	1,821,277		\$1,821,277
90	GOLF COURSE	2,667	1,461,050	570,350		570,350	2,033,972	95		\$95

**ALL FUNDS SUMMARY
PRELIMINARY BUDGET 2026-2027**

1/12TH REQ RSRV
1,564,388
1/12TH REQ RSRV
0
Fund Reserve Policy

Bal. Remaining
423,320

FUND NO.	FY 2026-2027 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	382,671	121,590			0	296,632	207,629		\$207,629
94	OTERO GREENTREE REG LANDFILL	2,416,003	2,598,233			0	1,981,236	3,033,000	3,023,988	\$9,012
96	SELF-INSURED FUND	157,253	7,149			0	0	164,402		\$164,402
98	PAYROLL CLEARING	244,581				0		244,581		\$244,581
104	UTILITY DEPOSITS	721,997				0		721,997		\$721,997
105	ECONOMIC DEVELOPMENT	934,847				0	75,000	859,847		\$859,847
107	SELF INSURED/LIABILITY	463,760	24,794			0	440,000	48,554		\$48,554
109	2004 GRT CAPITAL OUTLAY	9,574,951	5,670,526		1,012,704	(1,012,704)	87,000	14,145,773	1,265,880	\$12,879,893
114	SIDEWALKS REVOLVING LOANS	948				0		948		\$948
115	CORP ESCROW ACCOUNT RESERVE	1,000				0		1,000		\$1,000
119	2012 GRT REF/IMP REVBD	0				0		0		\$0
121	2015 GO BONDS-FUN CENTER	0				0		0		\$0
122	2015 GO BONDS-STREETS	0				0		0		\$0
124	AMERICAN RESCUE PLAN ACT	573,054	66,498			0		639,552		\$639,552
125	CANNABIS GRT	76,693	288,979		350,000	(350,000)		15,672		\$15,672
126	OPOID FUNDS	1,056,733	13,054			0		1,069,787		\$1,069,787
127	QUALITY OF LIFE CAPITAL	1,731,591	1,391,789			0	21,750	3,101,630		\$3,101,630
TOTALS FY2027		50,017,258	76,654,575	27,917,002	27,917,002	0	66,358,722	60,313,111	12,616,806	47,696,305

**STATE OF NEW MEXICO
CITY OF ALAMOGORDO, NEW MEXICO
RESOLUTION NO. 2026-17
2026-2027 ANNUAL BUDGET ADOPTION
(115th FISCAL YEAR)**

WHEREAS, the governing body of the City of Alamogordo, New Mexico, a New Mexico Municipal Corporation (hereinafter referred to as the “City”), has developed a Preliminary Annual Budget for the fiscal year 2026-2027; and,

WHEREAS, the Preliminary Annual Budget was developed based on need and through cooperation with all user departments, elected officials, and other department supervisors; and,

WHEREAS, the official Notice of Meeting for the review of the Annual Budget was duly posted on April 14, 2026, in compliance with the City of Alamogordo Open Meetings Act Resolution; and

WHEREAS, it is the majority opinion of the governing body of the City of Alamogordo, that the Annual Budget meets the requirements as currently determined for fiscal year 2026 - 2027.

WHEREAS, the Department of Finance and Administration, State of New Mexico, is requested to give its interim approval to the City of Alamogordo, New Mexico’s annual budget for fiscal year 2026 - 2027.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Alamogordo, New Mexico, hereby adopts the attached Annual Preliminary Budget and respectfully requests approval of these documents from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED this 26th day of May 2026.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico Municipal Incorporation

By: _____
Sharon McDonald, Mayor

(SEAL)

Rachel Hughs, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Darrell Mori, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/19/2026

Report No: 13.

Submitted By: Donneen Cota

Subject: Appointments to Boards and Committees. (*Sharon McDonald, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends one appointment to the Alamogordo Public Library Board.

Background:

Airport Advisory Board

No current vacancies.

Airport Zoning Board

One current vacancy for an applicant who lives within the City limits.

Alamogordo Public Library Board

One upcoming vacancy for an applicant who lives in the City due to the expiring term of Cynthia Stevenson on July 23, 2026. A new application by Cynthia Stevenson has been received. If reappointed, this would be her 3rd term on the board.

One current vacancy for a County-appointed representative.

Parks and Recreation Board

One upcoming vacancy for an applicant who lives in the City due to the expiring term of Linda Gilliland on July 23, 2026.

Senior Volunteer Programs Advisory Council

Five current vacancies for applicants who live within the City limits.

Print

RECEIVED

Application to Serve on a Board/Committee - Submission #9372

MAY 13 2026

Date Submitted: 5/12/2026

CITY CLERK



City of Alamogordo Application to Serve on a City Board/Committee

First Name:*

Cynthia

Last Name:*

Stevenson

Phone Number:*

615-509-0988

Email Address:*

csteven98@aol.com

Physical Address:*

1807 Crescent DR

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Is the above address within City Limits?*

- Yes
- No

Mailing Address:*

1807 Crescent DR

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Present Employer:*

Job Title:

Retired

Board/Committee you would like to serve on:*

Public Library Board



You can only serve on one Board/Committee at a time. If you want to apply for multiple Boards/Committees, you can by submitting multiple forms. If submitting multiple forms, be sure to let us know which Board/Committee you would prefer.

Are you related to anyone who is presently employed by the City of Alamogordo?*

- Yes
- No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- Yes
- No

If so, what is their relation to you?

Experience and education relating to the Board/Committee:*

I worked as the head person running the library while I lived in Saudi Arabia. I worked as a library clerk and cataloging clerk in Colorado.

Please indicate your interest in serving on a City Board/Committee:*

I am currently on the Library Board for my second term which expires in July. I would like to be considered to serve another term.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date: 05/20/2026

Report No: 14.

Submitted By:

Subject: Recess into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(5) for the purpose of discussing collective bargaining and 10-15-1(H)(2) limited personnel matters (City Manager recruitment) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date:

Report No: 15.

Submitted By:

Subject: Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 5/26/2026

Report Date:

Report No: 16.

Submitted By:

Subject: Action, if any, related to the Executive Closed Session. (Roll Call Vote Required)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: