



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 14, 2026 - 6:30 PM

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

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

Robert Stockwell City Manager
Vacant City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

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

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

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

NEW BUSINESS

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

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/08/2026

Report No: 1.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Regular Commission Meeting on June 23, 2026. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background:

This is required by the Open Meetings Act.

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
June 23, 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
VACANT, 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. Commissioner Robinson joined the meeting by phone. City Clerk Hughs announced there was a quorum present. Acting City Manager Stephanie was absent, but Acting Assistant City Manager Kunihiro was present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Don Hoffman from the Gathering Place, and the Pledge of Allegiance was led by Commissioner Pattillo.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. MainStreet presentation update. (Nolan Ojeda, Executive Director)

Nolan Ojeda provided a fiscal year update, noting that the district had survived major construction. He highlighted the Facade Squad program, which raised \$30,000 and leveraged another \$30,000 in matching funds, creating over \$60,000 in improvements across 17 buildings. He reported that the MainStreet Makeover Project, involving \$2.9 million in state capital outlay and nearly \$2 million in city infrastructure, was essentially complete. He noted record revenue days for several businesses during the grand opening and announced three new upcoming projects. Mr. Ojeda also shared that over 2,000 volunteer hours, valued at nearly \$60,000, were invested this year. Looking ahead, he announced the "Meet Me Downtown" initiative and the murals and memories program. He concluded by announcing his planned transition from the executive director role in the fall, after four years of service. He thanked the MainStreet Board, the City Commission, and the city staff. Mayor McDonald asked if a replacement for Mr. Ojeda had been found. Mr. Ojeda stated that he was not part of that process but understood interviews would start soon.

2. Sacramento Springs, a Proposal for MFD Project, Hamilton Road at Kerry Avenue, EDC Construction, Las Cruces, NM (Mr. Troy Mitchell, EDC Construction)

Troy Mitchell presented a proposal for a 252-unit attainable rental community. He said the project they are looking at is the Scarament Springs, and would be behind the Holiday Express. Phase one, which would include 72 units, a pool, and a clubhouse which would be two-bed two-bath units. He requested a seven-year property tax abatement to freeze taxes at current rates, citing increased construction costs due to the parcel being in a flood zone and the current high interest rates.

Mayor McDonald asked for the units' square footage. Mr. Mitchell stated that the two bedrooms were 1,050 square feet and the one bedrooms were 685 square feet. Commissioner Pattillo asked for clarification on the tax incentive. Mr. Mitchell stated it was a seven-year property tax abatement. Mayor Pro-Tem Rardin noted that the city had done similar abatements for Patriot Point and Sendero Apartments. He clarified that while the county usually handles the MRA abatement, the city has concurrently granted requests in the past.

PUBLIC COMMENT

1. Katie Owens questioned why the city manager position was not posted for open recruitment. She asked for specific dates regarding Robert Stockwell's application submission and questioned the \$180,000 salary package, which was higher than comparable demographics. She requested that the contract be removed from the consent agenda and subjected to thorough vetting.
2. Beth Crabbe reiterated questions about when Mr. Stockwell's resume was first considered and why a transparent national search was not conducted. She questioned the salary package compared to what was offered to Dr. Stephanie Hernandez and disagreed with rehiring a previously dismissed employee. She requested that the item be removed from the consent agenda.
3. Jan Brending asked the Commission to let the new city manager do his job without circumventing the chain of command. She requested that the Dudley School renovation be prioritized over Balloon Park facilities on the ICIP list, noting that the city had not hosted balloon events in years. She suggested that the over \$2 million budgeted for Balloon Park could be used for roads.
4. Kim Great White Owl Murillo described the city manager hiring process as corrupt and opaque. She stated that her questions from February regarding selection criteria and Mr. Stockwell's past record remained unanswered. She requested the Commission publish the scoring used in the search and explain on the record why Mr. Stockwell met the criteria.
5. Carrie Tase Wagner, a third-generation resident, praised two young men from the city engineering department for their honesty, integrity, and the respectful way they spoke to her mother regarding street work.
6. Sheri Adkinson stated she was shocked at how the previous Monday meeting was handled and expressed "shame on you" to the Commission.

CITY MANAGER'S REPORT

Acting Assistant City Manager Kunihiro, who is also the Chief of Police, reported that Dispatch would go live the following day for both emergent and non-emergent 911 calls. He noted this was a growing process, and that while it did not yet include 24/7 police dispatching, administrative and emergency calls would be handled starting tomorrow.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Hernandez reported attending the Airport Advisory Board meeting, the groundbreaking for the Otero County Courthouse, and the grand opening of the Inkwel downtown.

Mayor McDonald read tributes to the recent deaths of Dr. Alan Hale, a world-renowned astronomer and co-discoverer of the Hale-Bopp comet in 1995, and Freddy Duran, a guitar musician known as the musical mayor of Alamogordo. She announced that Adam Hops would take over as executive director of the Chamber of Commerce following Jared Perry's retirement. The Mayor also shared details for the District 5 citywide cleanup on July 18, 2026, noting that shredding would be offered at Dudley School. She invited volunteers to sign up at Dudley School on the morning of the event.

CONSENT AGENDA

3. Approve the minutes for the Special Meeting on June 4, 2026, the Regular Commission Meeting on June 9, 2026, and the Special Meeting on June 15, 2026. *(Rachel Hughs, City Clerk)*
4. Reconsider, and act upon, appointing a member of the City Commission, and appointing a member of the public who is a resident of Alamogordo, to the Transportation Management Plan Steering Committee. *(Shelley Dowhanik-Baron, Community Development Director)*

8. Consider, and act upon, Resolution 2026-23 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of June 23, 2026. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

Mayor McDonald announced that Items 5, 6, and 7 were pulled from the consent agenda for separate discussion.

Commissioner Hernandez moved to Approve Items 3, 4, and 8.

Commissioner Burnett seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

5. Consider, and act upon, approval of Change Order 2, in the amount of \$83,068.08, excluding NMGR, to National Construction, for installation of new apparatus bay doors (Joseph Samora, Project Manager)

Project Manager Samora explained that the project was originally designed to accommodate the doors, with the intent to use an existing RFP for the overhead replacement. However, the finance department denied the separate purchase order, as it was determined that the work should remain within the scope of the construction project. As a result, this would require National Construction to remove the existing doors to use Custom Overhead Doors as a subcontractor to furnish and install the new doors.

Commissioner Hernandez asked when it was identified that the doors needed replacement. Senior Project Manager Boyle stated it was before the design started, but they had attempted to save money by using the city's separate RFP. Commissioner Hernandez expressed concern that the commission had approved the project's dollar amount, which didn't include the \$83,000, and asked why Finance had denied the purchase order. Senior Project Manager Boyle stated that they want to keep everything under one construction contract.

Mayor Pro-Tem Rardin noted this was a little high, but that the station could not function without doors. It sounds like this is on the staff's side not the contractor. We really don't have a choice on this one.

Commissioner Rardin moved to Approve.

Commissioner Burnett seconded the motion.

Motion Passed with a vote of 6-1-0. Commissioner Al Hernandez voted nay.

6. Consider, and act upon, Resolution No. 2026-20 removing uncollectible and unsecured Utility, Library, and other miscellaneous accounts from the City's Accounts Receivable. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

Mayor Pro-Tem Rardin asked why there were three abatement demolitions totaling almost \$250,000 and why we had not filed liens.

Finance Director Huff was not present to answer, so the item was briefly tabled so Grants Coordinator Osborne could call her to get an answer. The Item was brought back following Item 9.

After Item 9, Grants Coordinator Osborne explained that the accounts were four years old and deemed uncollectible after the city's legal system failed to secure payment.

Mayor Pro-Tem Rardin questioned why three abatement demolitions totaling nearly \$250,000 were included as uncollectible. He said that because these were real properties, the city should have filed liens and foreclosed to recoup taxpayer money. He also requested that a specific customer ID number (3984) be pulled because the individual had recently been in the room and should pay their \$520.65 bill.

The Commission approved the resolution, excluding the three large abatement amounts and the specific customer ID 3984.

Mayor Pro-Tem Rardin moved to Approve as amended.

Commissioner Tapley seconded the motion.

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

7. Consider, and act upon, entering into a City Manager agreement with Robert Stockwell. (*Baxter Pattillo, Commissioner*)

Commissioner Pattillo stated he was doing what he believed was best for the city and thanked Mr. Stockwell for agreeing to work with Alamogordo.

Mayor McDonald asked whether he would provide any information, as the public had some questions about when we received the applications and how things proceeded. Commissioner Pattillo stated that the conversation with Mr. Stockwell began around July 2025 and was revisited in January 2026. We did not have things worked out with Doctor Hernandez, and Mr. Stockwell agreed to interview with us. The interview was pursuant to an exemption from the Open Meetings Act, and we came out and voted in public. We now have an agreement based on updates from the last agreement with Doctor Hernandez. All of that has been my solo legwork. We have had 10 executive closed sessions related to the hiring of the city manager. I think we have had ample time to discuss all of these matters. We have abided by everything that we are supposed to as a Commission.

Mayor McDonald said the questions here are, can we tell them how this actually came about, as far as the application and when it was presented? Mayor Pro-Tem Rardin stated that Mr. Stockwell did not submit an application. Commissioner Pattillo said in the Commission that there is no handbook on hiring of the city manager. There is a short provision in the city charter regarding the appointment of the manager. Mr. Stockwell meets all the qualifications, and there is no mandated hiring process, application, or anything but the vote of four members of the Commission. Mayor Pro-Tem Rardin stated this is a very similar situation to the appointment of Bob Carter as interim manager in 2012. He stated the process was perfectly legal.

Mayor McDonald said she had been hearing that people wanted transparency in this hiring. This is not an open debate about who we have in the position; it is just making it public so that people know exactly how we arrived at this decision, and we are here for the position tonight.

Mayor McDonald said the other question was the salary. Mayor Pro-Tem Rardin explained that the Commission had previously agreed to increase the range to \$150,000 to \$185,000 to increase the pool of candidates. He clarified that the contract is the exact same contract, with the same severance, PTO, and deferred comp, as the last six managers received. Commissioner Hernandez addressed deferred comp. It was not the city Commission that put that in place; that was done through city management. All directors can get the deferred comp, so if they pick up insurance for themselves, the family portion of it is credited to their deferred comp. There are some other things that we found out. Like the 80/20 split for insurance with all employees, we did not put that in place, which is a lot of money. I don't disagree with it; it's a lot of money. Whatever we offer city employees, we have to offer the city manager.

Someone in the audience asked how many applicants there were and about the advertisement. Commissioner Pattillo stated he wanted to make sure all were addressed tonight and said they advertised with the recruiting firm in July 2025 and again in January 2026. There are no stipulations or requirements that necessitates applications, a hiring process, or applicants. She asked what documentation they use to judge their skills against the requirements of the position. Commissioner Pattillo stated there is no requirement, except for the vote for commissioners. Mayor McDonald said Mr. Stockwell meets the qualifications; he has been a city manager for several years and has worked with municipalities. I do think it's not that he's not qualified; we're looking at the process, which is why we're asking the questions for tonight. Commissioner Burnett stated that during the executive session, all seven of us came to a consensus that we would talk to Robert Stockwell, and that's exactly what we did.

Mayor McDonald stated that, for this particular situation, we are trying to get through the transparency of the Commission, and that there was no ulterior motive.

Former Mayor Susan Payne addressed the Commission, stating she did not recall having a discussion or seeing a resume for Mr. Stockwell last July, and asked who approached him. Mayor Pro-Tem Rardin said he did. She asked if he had discussed it with the rest of the Commission. He said no and asked if it was illegal to sit down and have a conversation with a constituent. Ms. Payne called the failure to inform the rest of the Commission "unethical" for not telling the rest of the Commission what he was doing. Mayor Pro-Tem Rardin stated it was not unethical to sit down and have a conversation with a member of the public. She asked about having a conversation with an applicant. Mayor Pro-Tem Rardin said he was not an applicant at the time. The man has 50 years of experience as a city manager and is a lifelong member of the ICMA. He is highly qualified for the job.

Mayor Pro-Tem Rardin called the Question on the Item.

Commissioner Rardin moved to Approve.

Commissioner Tapley seconded the motion.

Motion Passed with a vote of 5-2-0. Mayor McDonald and Commissioner Warren Robinson voted nay.

Commissioner Robinson stated nay due to the procedure. Mayor McDonald stated that the reason for her vote was what she had said earlier, she did not have any problems with the candidate; she had a problem with the process.

Commissioner Hernandez asked the public to use their ability to pull IPRA. There has been a lot of misinformation about payouts and other stuff. Do not go by what has been published, because most of it is false. Get the correct information.

NEW BUSINESS

9. Consider, and act upon, Resolution No. 2026-22, adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommended capital outlay projects for Fiscal Years 2028-2032. (Debbie Osborne, Grant Coordinator) (Roll Call Vote Required)

Debbie Osborne explained that the ICIP list must be submitted to the DFA annually by July 1st. The top five priorities were identified by department directors and management.

Mayor Pro-Tem Rardin asked why police vehicles were not in phase one. Chief Kunihiro confirmed they were not yet in the first replacement phase. Mayor McDonald asked about the public suggestion to move Dudley School up the list. Ms. Osborne stated Dudley is nearly finished, with only playground and parking lot items remaining, and that they were pursuing separate historic grants for it. Commissioner Burnett supported moving Dudley up just to finish it. Regarding Balloon Park, Ms. Osborne stated it desperately needs restrooms, earthwork, and a stage to bring more tourism. Mayor Pro-Tem Rardin noted that with the natatorium construction, the city will lose several soccer fields, making improvements to other parks critical.

Mayor Pro-Tem Rardin moved to Approve.

Commissioner Hernandez seconded the motion.

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

EXECUTIVE SESSION

10. Adjourn into Executive Closed Session pursuant to NMSA 1978, § 10-15-1(H)(7) for the purpose of discussing threatened or pending litigation: Edwards vs City of Alamogordo D-1215-CV 2026-00514. (James Wilkey and Dixon-Scholl-Carrillo Law Firm) (Roll Call Vote Required)

Mayor Pro-Tem Rardin moved to Adjourn to Executive Session at 8:07 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 Rachel Hughs, City Clerk)
Approved at the Regular Meeting held on July 14, 2026.

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/07/2026

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the statements related to the Executive Closed Session of the Regular Meeting held on June 23, 2026. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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

Background:

Approve the following statements authorizing them to be included in the minutes of July 14, 2026: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on July 23, 2026, an Executive Closed Session was held, and the matters discussed in the closed meeting were limited only to discuss threatened or pending litigation: Edwards vs City of Alamogordo D-1215-CV 2026-00514.

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 06/26/2026

Report No: 3.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, Resolution 2026-24 to dissolve the Senior Volunteer Programs Advisory Council. (*Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the resolution.

Background: The Senior Programs Advisory Council was a Federal AmeriCorps requirement for the Foster Grandparent and Senior Companion programs. It is requested that the City Commission terminate the Senior Volunteer Programs with the New Mexico Aging & Long-Term Services Department effective June 30, 2026.

RESOLUTION NO. 2026-24

A RESOLUTION DISSOLVING THE SENIOR VOLUNTEER PROGRAMS ADVISORY COUNCIL

WHEREAS the Retired Senior Volunteer Program (R.S.V.P.) advisory council was created and approved by the City Commission of Alamogordo by resolution 1993-029, and;

WHEREAS, the Foster Grandparent Program and The Senior Companion Program required an Advisory Council, and;

WHEREAS, on September 10, 1996, the city deemed it desirable to combine the functions of the Retired Senior Volunteer Program (R.S.V.P.) Advisory Council, the Foster Grandparent Program Advisory Council and the Senior Companion Program Advisory Council, and;

WHEREAS the city has participated in the Foster Grandparent Program and The Senior Companion Program as of July 1, 1996, and;

WHEREAS that prior to 2020, the Senior Volunteer Programs were thriving with an abundance of volunteers, and;

WHEREAS, post-covid, Senior Volunteer Program Volunteers and Services have continued to decline for multiple years, and;

WHEREAS funding from the New Mexico Aging & Long-Term Services Department that is dependent upon services performed has declined, and;

WHEREAS, it is requested of the City Commission to terminate the contract for The Senior Volunteer Program (SVP) with the Long-Term Services Department effective June 30, 2026.

BE IT RESOLVED, THEREFORE, that the Senior Volunteer Programs Advisory Council shall be hereby dissolved.

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

CITY OF ALAMOGORDO, NEW MEXICO

A New Mexico Municipal Corporation

By: _____

Sharon L. McDonald, Mayor

ATTEST:

Rachel Hughes, City Clerk

APPROVED AS TO FORM:

Robert Stockwell, City Manager

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/07/2026

Report No: 4.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, Resolution No. 2026-25, accepting a Municipal Arterial Program Cooperative Agreement, L200738, from the New Mexico Department of Transportation in the amount of \$325,000.00; with NMDOT's share totaling \$243,750.00, and the City's share totaling \$81,250.00, for rehabilitation of a portion of 1st Street. (*Jimmy Vargas, Public Works Director*) **(Roll Call Vote Required)**

Fiscal Impact: \$81,250.00

Amount Budgeted: \$0.00

Fund: 109

Additional Fiscal Impact: 25% match for NMDOT Local Road Fund - \$81,250.00

Recommendation: Approve Resolution 2026-25 and accept the grant agreement from NMDOT Local Government Road Fund Municipal Arterial Program.

Background: On April 14, 2026, the Commission approved Resolution No. 2026-19, authorizing the submission of an application to the New Mexico Department of Transportation Local Government Road Fund Municipal Arterial Program for street rehabilitation of 1st St. from U.S 54 to S White Sands Blvd. Subsequently, the application was accepted, and the City received a cooperative agreement from the New Mexico Department of Transportation Local Government Road Fund Municipal Arterial Program. Funds may be used for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of 1st St. from U.S 54 to S White Sands Blvd. NMDOT's share of funds is \$243,750 and the City's share of funds is \$81,250; with a total project cost of \$325,000. NMDOT requires approval of Resolution No. 2026-25, accepting the agreement.

Contract No. _____
Vendor No. 0000054307
Control No. HW2L200738

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Alamogordo** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L200738**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Three Hundred Twenty Five Thousand Dollars and No Cents (**\$325,000**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$243,750	\$81,250	\$325,000
For the purpose stated above in Section 1.			
Total Project Cost \$325,000			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such

requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 2 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 2

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Alamogordo

By: _____
Sharon McDonald

Date: _____

Title: Mayor, City of Alamogordo

Attest: _____
Rachel Hughs, City Clerk

Name and Title

EXHIBIT A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Alamogordo RESOLUTION NO. 2026-25

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Alamogordo** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$325,000** to be funded in proportional share by the parties hereto as follows:

CN L200738 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$243,750	\$81,250	\$325,000

WHEREAS, the **City of Alamogordo** shall pay all costs, which exceed the total project cost of **\$325,000**.

NOW THEREFORE, be it resolved in official session that **City of Alamogordo** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on 6/30/2028 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.
- c. The agent of the **City of Alamogordo**, Sharon McDonald, Mayor (name or title), shall have signature authority to bind the **City of Alamogordo** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Alamogordo** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Alamogordo** to enter into Cooperative Agreement for Project Control Number **L200738** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **1st Street from US-54 to White Sands Blvd. (Approx.61 miles) - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Alamogordo** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Sharon McDonald, Mayor
(PRINTED NAME, POSITION)

DATE

Attest:

Rachel Hughs, City Clerk
(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200738

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
____ a. have been relocated
____ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 a. 20 year pavement design; or
 b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Alamogordo

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200738

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L200738** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Alamogordo

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

EXHIBIT C
RESOLUTION NO. 2026-25

City of Alamogordo

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Alamogordo** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$325,000** to be funded in proportional share by the parties hereto as follows:

CN L200738 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$243,750	\$81,250	\$325,000

WHEREAS, the **City of Alamogordo** shall pay all costs, which exceed the total project cost of **\$325,000**.

NOW THEREFORE, be it resolved in official session that **City of Alamogordo** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on 6/30/2028 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.
- c. The agent of the **City of Alamogordo**, Sharon McDonald, Mayor (name or title), shall have signature authority to bind the **City of Alamogordo** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Alamogordo** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Alamogordo** to enter into Cooperative Agreement for Project Control Number **L200738** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **1st Street from US-54 to White Sands Blvd. (Approx.61 miles) - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Alamogordo** in the State of New Mexico.

Sharon McDonald, Mayor

DATE

Attest:

Rachel Hughs, City Clerk

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/07/2026

Report No: 5.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY27 contract for Direct Purchase of Services for senior programs. The total amount budgeted is \$565,246.00 (*Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: An aggregate amount of \$565,246.00 is to be derived from the following sources when performance units are met:

- III-B Federal (Transportation): Contract amount: \$27,353.00
- III-C1 Federal (Congregate Meals): Contract amount: \$69,958.00
- III-C2 Federal (Home-delivered Meals): Contract amount: \$39,600.00

NMGAA (New Mexico General Appropriation) — State/HB-2: Contract amount: \$428,335.00

- IIIB State (Transportation): \$99,200.00
 - IIIB State (Fitness): \$32,000.00
 - III-C1 State (Congregate Meals): \$151,550.00
 - III-C2 State (Home-delivered Meals): \$145,585.00
-

Recommendation: Approve the grant funding.

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

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

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2026, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Alamogordo, hereinafter referred to as the “Subrecipient Contractor.”

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

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide the services specified under this Agreement to eligible consumers within the service area identified in its response to Request for Proposal (RFP) No. 2026-04.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

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

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$565,246.00**. Said aggregate amount is to be derived from the following sources.

1. **\$27,353.00** from Title III-B of the OAA [Assistance Listing Number 93.044].
2. **\$69,958.00** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. **\$39,600.00** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. **\$0.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. **\$0.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. **\$428,335.00** from the NMGAA-State/HB-2

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

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

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

- c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
- d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2027. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.

- 3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- 4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
- 5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
- 6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- 7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

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

2. TERMS OF AGREEMENT

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

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

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

B. The Agency agrees to:

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

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

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

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

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

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

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

I. *Incentive Compensation*

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

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2026, through June 30, 2027. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

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

K. *Equal Opportunity Compliance*

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

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

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules,

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

M. *Non-Discrimination Service Delivery.*

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

N. *Targeting and Outreach.*

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

O. *Consumer Feedback.*

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

P. *Emergency Preparedness Requirements.*

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

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.

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

4. TERM

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

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

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

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

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

contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

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

7. APPROPRIATIONS

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

8. STATUS OF SUBRECIPIENT CONTRACTOR

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

9. ASSIGNMENT

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

10. SUBCONTRACTING

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

11. RELEASE

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

12. CONFIDENTIALITY

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

13. PRODUCT OF SERVICE – COPYRIGHT

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

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

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

18. APPLICABLE LAW

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

19. WORKERS COMPENSATION

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

20. RECORDS AND FINANCIAL AUDIT

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

21. INDEMNIFICATION

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The

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

23. KEY PERSONNEL

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

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

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

24. INVALID TERM OR CONDITION

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

25. ENFORCEMENT OF AGREEMENT

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

26. NOTICES

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

AGENCY:

NCNMEDD Non-Metro AAA
Daniel Osborn, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

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

27. INSURANCE

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

certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

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

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2026.

City of Alamogordo
Legal Name of Subrecipient Contractor

Signature

Robert Stockwell, City Manager
Printed/Typed Name of Signatory

Date

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



Signature

Thomas A. Garcia, Executive Director
Printed/Typed Name of Signatory

July 1, 2026
Date

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/07/2026

Report No: 6.

Submitted By: Britney Ybarra

Subject: Consider, and act upon, the approval of an agreement with the New Mexico Economic Development District, Non-Metro Area Agency on Aging for the Nutrition Service Incentive Program. The total amount budgeted is \$44,161.00 (*Eileen Flint, Community Services Director and Magdalena Morales, ASC Manager*).

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Amount budgeted: \$44,161.00

Contract amount: \$44,161.00

Federal NSIP: \$30,674.00

State NSIP: \$13,487.00

Project #: SCCM27 / 51%

Project #: SCHD27 / 49%

Recommendation: Approve the agreement.

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

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

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUB AWARD

This Agreement is made and entered into this 1st day of July 2026, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and the City of Alamogordo, hereinafter referred to as the "Subrecipient Contractor."

PURPOSE

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

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

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide the services specified under this Agreement to eligible consumers within the service area identified in its response to Request for Proposal (RFP) No. 2026-04.
- C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- D. Payment for Services: The total amount payable under this Agreement shall not exceed **\$44,161.00** for the purchase of foods produced in the United States, for use in senior nutrition programs. Said aggregate amount is to be derived from the following sources.
 - 1. **\$30,674.00** from Federal NSIP [Assistance Listing Number: 93.053]
 - 2. **\$13,487.00** from NMGAA-State
- E. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
 - 1. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:

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

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

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

2. TERMS OF AGREEMENT

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

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

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

B. The Agency agrees to:

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

3. TERM

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027, unless terminated pursuant to Paragraph 4, below or for any other reason allowed by law.

4. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.
- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

5. APPROPRIATIONS

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

6. STATUS OF SUBRECIPIENT CONTRACTOR

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

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

7. ASSIGNMENT

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

8. SUBCONTRACTING

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

9. RELEASE

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

10. CONFIDENTIALITY

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

11. PRODUCT OF SERVICE – COPYRIGHT

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

12. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements

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

13. AMENDMENT

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

14. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. PENALTIES FOR VIOLATION OF LAW

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

16. APPLICABLE LAW

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

17. WORKERS COMPENSATION

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

18. RECORDS AND FINANCIAL AUDIT

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

19. INDEMNIFICATION

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

20. PARTICIPANT GRIEVANCE

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

21. KEY PERSONNEL

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

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

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

22. INVALID TERM OR CONDITION

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

23. ENFORCEMENT OF AGREEMENT

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

24. NOTICES

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

AGENCY:

NCNMEDD Non-Metro AAA
Daniel Osborn, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

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

25. INSURANCE

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

26. AUTHORITY

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

27. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2026.

City of Alamogordo
Legal Name of Subrecipient Contractor

Signature

Robert Stockwell, City Manager
Printed/Typed Name of Signatory

Date

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



Signature

Thomas A. Garcia, Executive Director
Printed/Typed Name of Signatory

July 1, 2026

Date

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 07/08/2026

Report No: 7.

Submitted By: Shelley Dowhanik-Baron

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Adopt the Ordinance.

Background: At the June 9, 2026 City Commission meeting, the Commission voted to table this item to a future meeting to allow additional time to review the proposed ordinance and receive further information from staff.

ORDINANCE NO. 1724

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF ALAMOGORDO, NEW MEXICO, PERTAINING TO SUBDIVISION REQUIREMENTS

WHEREAS, it is in the best interest of the City, the citizens, residents, businesses, contractors, and developers operating within the City of Alamogordo to maintain current Subdivision Regulations and standards that are conducive to the economic development of the community and to dedicate to the most modern principles and protection of the health, safety, and welfare of the City of Alamogordo, and;

WHEREAS, the current Ordinance is not designed to accommodate modern requirements which would be more beneficial to the City of Alamogordo.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo, New Mexico, that the Code of Ordinances be amended as follows:

CHAPTER 22 of the Code of Ordinances of the City of Alamogordo, New Mexico, is deleted and the following language is adopted to read:

Chapter 20 – Land Development Code

ARTICLE 20-04 – SUBDIVISION REGULATIONS

20-04-010 General Provisions

(a) Purpose

- (1) The purpose of this article is to promote the health, safety, convenience, and general welfare of the citizens of the city through implementation of subdivision regulations outlining the development of subdivisions. Provisions of this article are designed to achieve the following objectives:
 - a. Ensure orderly, efficient and integrated development within the city pursuant to the Comprehensive Plan and all other applicable city policies, rules and regulations.
 - b. Promote proper street location, width and design to facilitate safe vehicle circulation and to minimize adverse growth impacts and future maintenance costs for the city.
 - c. Provide for proper right-of-way dedication and vacation processes.
 - d. Uphold the interest of public safety.

(b) Applicability

- (1) This article applies to:
 - a. Dividing a parcel of land into two or more parts;
 - b. Eliminating or adjusting lot lines between two or more existing parcels;
 - c. Dedicating or vacating right of way.
- (2) If the requirements of this article conflict with other city standards, rules or regulations, the more stringent requirement shall prevail.
- (3) It is not intended by these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that if the subdivision regulations impose a greater restriction, the subdivision regulations shall control.

(c) Jurisdiction

- (1) The area of land within the boundary of the City of Alamogordo; and
- (2) As stated in New Mexico State Statute Section 3-20-5, for the purpose of approving the subdivision and platting of land, the jurisdiction includes all territory within five miles of the boundary of the municipality.
- (3) If a Planning and Zoning Commission is not in place, the City Commission shall act in its place. This applies throughout these regulations.

20-04-020 Subdivision Procedures

(a) Summary Subdivisions

- (1) The summary subdivision procedure may be used to add, move, or remove lot lines provided that:
 - a. The number of total lots does not increase by more than two (2).
 - b. All resulting lots meet city ordinance and Technical Standard requirements, including minimum lot size requirements.
 - c. The payments on all outstanding municipal liens are current.
 - d. Any outstanding assessment on any newly created lot by any method is paid in full upon transfer.
 - e. All owners of the subject property sign the plat and application.
 - f. The summary procedure is available for original plats and re-plats.
- (2) Submission requirements. The applicant is required to submit the following to the City Manager or designee:
 - a. Completed application form;
 - b. Applicable fee;
 - c. One electronic PDF of the Final Plat, meeting Final Plat requirements;
 - d. Division of any remaining assessment lien among any lots created by the

Summary subdivision; and

~~e. For subdivisions located within the city's extra-territorial jurisdiction, one (1) copy of the Estimated Cost of Infrastructure Improvements.~~

(3) The Summary Subdivision Process is as follows:

- a. Within ten (10) business days of receiving the application and all required submissions and fees, the City Manager or designee, will make an initial determination of eligibility for Summary Subdivision approval. If the proposal is ineligible, the City Manager or designee will notify the applicant within two (2) business days following the initial review that the full subdivision procedure is required.
- b. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- c. If the Summary Subdivision is eligible, meets city ordinances and Technical Standards, and all pertinent information is provided, the City Manager or designee will approve and sign the Plat within five (5) business days of determined eligibility and submittal of all required documents and fees.

(4) By providing for the Summary Subdivision process, the city does not waive its rights to require the applicant to satisfy the requirements set forth herein Sec. 20-04-040 Adequate Public Facilities including, but not limited to, the following:

- a. Public infrastructure, such as streets, alleys, utilities, and suitable access;
- b. Provisions for adequately addressing anticipated drainage problems or unstable soil conditions; and
- c. Exception Request Requirements.
 - i. Such requirements may be addressed as a condition of Summary Subdivision approval, if practicable. If agreement is not reached, the applicant may go through the appeal process.

(5) Certificate of Survey procedure.

Nothing in this article is intended to limit the availability of the certificate-of-survey procedure contained in the current version of New Mexico Statute Chapter 3 Article 20-2 "Subdivisions", provided that all applicable requirements are met.

(6) Extra-territorial platting jurisdiction.

Approval by the city of a Summary Subdivision application will not relieve the applicant of the requirement of approval by the county for subdivisions within the city's extra-territorial platting jurisdiction.

(b) Minor Platting Process

(1) Purpose

The purpose of the Minor Platting Process is to allow an expedited review of plats that do not require the installation of any public improvements.

(2) Applicability

The Minor Platting Process may be utilized for any plat that meets all of the following requirements:

- a. Does not meet the requirements for the Summary Subdivision Procedure, and
- b. Does not require the installation of public improvements.

(3) Submittal and Consideration

- a. Applicants shall submit a Final Plat (see Sec. 20-04-030(d) Final Plat) for consideration and approval.
- b. The application shall be reviewed and decided upon in accordance with Sec. 20-02-020 Summary of Procedures and Sec. 20-02-030 Common Review Procedures.
- c. The Planning & Zoning Commission shall conduct a public meeting.
- d. The Planning and Zoning Commission shall approve or disapprove the plat within 35 calendar days of the Official Submittal Date.
- e. Following approval of the Final Plat, the plat shall be filed and recorded with the County Clerk's Office.

(c) Major Platting Process

(1) Purpose

The purpose of the Major Platting Process is to accommodate more substantial subdivisions that include the installation of public improvements.

(2) Applicability

The Major Platting Process shall be used for any plat that does not meet the requirements for the Summary Subdivision Procedure or the Minor Platting Process.

(3) Submittal and Consideration

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Preliminary Plat for consideration in accordance with Sec. 20-04-030(b) Preliminary Plat.
- b. Following Preliminary Plat approval, the applicant shall submit a Final Plat for consideration in accordance with Sec. 20-04-030(d) Final Plat, and Construction Plans for consideration in accordance with Sec. 20-04-030(c) Construction Plans.
- c. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all remaining comments.
- d. Following approval of the Construction Plans, the applicant may begin site grading and installation of public improvements. Improvements shall be inspected in accordance with Sec. 20-04-040(b) Installation and Acceptance of Public

Improvements.

- e. Following completion and inspection of the public improvements (or the provision of Performance Security and other requirements outlined in Sec. 20-04-040(b)(1)a.), applicants may file the Final Plat and Building Permits may be issued.
 - i. Final Plats may be filed and Building Permits may be issued prior to completion of all required improvements upon determination of substantial completion (see Sec. 20-04-040(b)(5) Substantial Completion).

(d) Plat Vacations

- (1) Partial for full plat vacations may be approved by the City Manager or designee at the owner's request, in accordance with NMSA 3-20-12.
- (2) The City Manager or designee may require that streets dedicated to the city in the original plat shall continue to be dedicated to the city. Alternatively, the rights-of-way may be vacated as outlined in this article.

(e) Right-of-Way Vacations

- (1) Right-of-Way vacations may be initiated by the adjacent property owner(s).
- (2) Vacations shall be prepared as a Final Plat, per this article.
- (3) Generally, the vacated land will be divided in half and joined via plat with the adjacent properties. The City Manager or designee shall review the plat that originally dedicated the right-of-way access, access considerations, and adjacent property owners' requests to determine the final division. The City Manager or designee shall consult with other city departments, as necessary.
- (4) If there are utility lines in rights-of-way that are to be vacated, a utility easement shall be required. This would be at the cost of the applicant.
- (5) If necessary, zoning map amendments to align new lot lines with zones shall be processed in conjunction with the Vacation. This would be at the cost of the applicant.

20-04-030 Plat and Plan Types

(a) Subdivision Development Plan (SDP)

(1) Purpose

The Subdivision Development Plan is considered part of the planning process in which the SDP is viewed as a tool reflecting the plan for future development. It is intended to ensure that proposed development is suitable and appropriate for a given parcel of land.

(2) Applicability

A Subdivision Development Plan shall be required when any of the following criteria apply:

- a. An application is made for the single development of more than thirty (30) lots;

- b. A development is to be divided into two or more phases;
- c. A request for annexation is part of the subdivision process; or
- d. Applicant is proposing multiple land uses.

(3) Submittal of a Subdivision Development Plan Application

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Subdivision Development Plan application.
- b. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all remaining comments.
- c. A Preliminary Plat may be submitted simultaneously with the Subdivision Development Plan. A Final Plat shall not be submitted at the same time as the Subdivision Development Plan or the Preliminary Plat.
- d. The Subdivision Development Plan shall be prepared by, and have the seal of, an engineer licensed in the State of New Mexico. The survey shall be prepared using the city's coordinate system.
- e. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department with application and fee.
- f. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department no later than 45 calendar days prior to the day of the next regular meeting of the Planning and Zoning Commission for approval consideration.

(4) Consideration of a Subdivision Development Plan Application

- a. Administrative Review and Recommendation
 - i. Staff shall review and recommend the application in accordance with Section 20-02-030(d) Staff Review.
- b. Planning & Zoning Commission Review and Recommendation
 - i. The Planning & Zoning Commission shall conduct a public hearing to review the Subdivision Development Plan application and consider the staff recommendation.
 - i. The Planning & Zoning Commission shall review comments received from the Technical Review Committee (TRC), and presentations from the applicant or the applicant's representative and from any interested citizens.
 - ii. The Planning & Zoning Commission shall make a recommendation to City Commission for approval, conditional approval, or disapproval of the Subdivision Development Plan application.

b. City Commission Action

- i. The City Commission shall conduct a public hearing to review the Subdivision Development Plan application and consider the Planning and Zoning Commission's recommendation.
- ii. Action from the City Commission shall be in the form of approval, conditional approval, or disapproval.

(5) Effect of Subdivision Development Plan Approval

- a. If a complete Subdivision Development Plan application for a phased development project was submitted prior to the Effective Date of this ordinance and was ultimately approved, the entire development project may develop under the approved SDP and regulations in place at the time of the SDP submittal.
- b. Upon approval of the Subdivision Development Plan, the developer may submit to the Planning and Zoning Department any zoning applications, Preliminary Plats, Construction Plans, or Final Plats as necessary and applicable, that reflect the approved Subdivision Development Plan.
- c. The effective term for an approved Subdivision Development Plan shall be five (5) years. The Subdivision Development Plan shall expire five (5) years from the date of approval unless one of the following has been approved, for all or part of the area:
 - i. Construction Plans;
 - ii. Final Plat;
 - iii. Substantial Completion;
 - iv. Acceptance of Public Improvements.
- d. The City Manager or designee may approve one (1) extension of validity for the Subdivision Development Plan for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. The Subdivision Development Plan shall be updated as needed, to meet current Technical Standards or revised based on needs or growth around the planned area.
- e. Any substantial change to the Subdivision Development Plan will require resubmittal of the SDP in its entirety and will require the review and approval process as defined in this article. Substantial changes to the Subdivision Development Plan shall require a new application in accordance with the current Technical Standards at the time of application. A review fee will be required. Substantial changes shall include, but are not limited to:
 - i. Any change in land use or use intensity;
 - ii. Modifications of vehicular traffic circulation on public streets or roadway network changes;

- iii. Increase in residential density;
- iv. Increase in demand for public utility services;
- v. Any change that is determined by the City Manager or designee to be substantial.

(6) Subdivision Development Plan Requirements

- a. The SDP shall be provided electronically in PDF format. Plan sheets must be at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.
- b. Application signed by all property owners (including all parties having an equitable interest, trustees of an estate or all persons having a specific power of attorney) for the subject property, as recorded with the Otero County Clerk.
- c. Application fee;
- d. Name of Subdivision Development Plan/development;
- e. Detailed area/vicinity map clearly showing the surrounding area and the proposal's relationship to existing road networks, and existing natural and/or constructed features that may impact the development or may be impacted by the development.
- f. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- g. Date of preparation, north arrow, written and graphic standard engineering scale;
- h. Legal description including acreage and survey ties (may be approximated at this stage);
- i. Name and contact information for developer;
- j. Name and contact information for consultant preparing the SDP;
- k. Boundary line of development area, and acreage or square footage;
- l. Proposed land use, by parcel or phase. Residential parcels shall provide gross density range;
- m. Present zoning;
- n. Proposed zoning, if applicable;
- o. Contours – typical 20-foot intervals or intervals that adequately present the elevation difference of the land;
- p. Adjacent land use and zoning district identification;
- q. Proposed location, length, width, and point of intersection of transportation systems;
- r. Existing and proposed points of ingress and egress;

- s. Significant natural features such as arroyos;
- t. NFIP Special Flood Hazard Areas;
- u. Easements with all public easements labeled as “easement for public use” and identified use;
- v. Tabular information, to include:
 - i. Land use of each phase;
 - ii. Approximate acreage or square footage for each phase;
 - iii. Total number of residential dwelling units, minimum and maximum range;
 - iv. Number of dwelling units by type;
 - v. Dwelling units per acre for each phase;
 - vi. Area of public and private facilities, including approximate acreage proposed for open space and right-of-way;
 - vii. Approximate additional population to be generated by development, if applicable, based on census data;
 - viii. Approximate additional traffic estimated to be generated by development, utilizing current ITE Trip Generation Manual;
 - ix. Approximate additional public utility demand (water and sewer);
- w. Approval block for signature by City Manager or designee, signifying the final approval and date of the Subdivision Development Plan.
- x. A conceptual utilities plan containing enough information to provide a general outline of the utility-routing plans, connections to city utilities, locations and sizes of existing and proposed utilities planned to be provided to the development. Utilities must meet current Technical Standards;
- y. A conceptual drainage plan containing enough information to provide a general understanding of how drainage issues should be addressed. Drainage plans shall meet City of Alamogordo ordinance and Technical Standards;
- z. Conceptual traffic-related improvement plans, containing enough information to provide a general understanding of how any increase in traffic on adjacent and internal public streets will be addressed by the developer;
- aa. Copy of public notification letter(s);
- bb. A development phasing schedule including the sequence of each proposed phase (if applicable).

(b) Preliminary Plat

(1) Purpose

- a. The purpose of the Preliminary Plat is to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended

development, and the overall compliance of the land division with applicable requirements of all adopted City plans, rules and regulations, and the Subdivision Development Plan, if applicable.

(2) Applicability

- a. A Preliminary Plat conforming to this section shall be required for all subdivisions that follow the Major Platting Process (Sec. 20-04-020(c)).
- b. A Preliminary Plat may be submitted simultaneously with a Subdivision Development Plan.

(3) Submittal of a Preliminary Plat Application

- a. Following a pre-application meeting (Sec. 20-02-030(a)), an applicant may submit the Preliminary Plat application.
- b. Submittal and processing of the Preliminary Plat application shall follow Sec. 20-02-030(c) Application Submittal and Processing.
- c. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- d. Requests for zoning variances or exceptions may be considered in conjunction with the plat request.

(4) Consideration of a Preliminary Plat Application

a. Administrative Review and Recommendation

The Planning and Zoning Department shall review and recommend the application in accordance with Sec. 20-02-030(d) Staff Review.

b. Planning & Zoning Commission Action

- i. In accordance with NMSA 3-20-7, the Planning & Zoning Commission shall take action to either approve or disapprove the Preliminary Plat within 35 days of the plat's Official Submittal Date, if not, it is deemed approved. Upon agreement that a delay is appropriate, the applicant may be required to submit a statement waiving the right to action within this timeframe.
- ii. The Planning & Zoning Commission shall review comments received from the Technical Review Committee (TRC), and presentations from the applicant or the applicant's representative and from any interested citizens.
- iii. Action from the Planning & Zoning Commission shall be in the form of approval, conditional approval, postponement, or disapproval.

c. Effect of Preliminary Plat Approval

Approval of a Preliminary Plat shall not constitute approval of the Final Plat, but shall signify the general acceptability of the proposed subdivision. Preliminary Plat approval shall constitute permission to prepare and submit the Construction

Plans for all improvements for the proposed subdivision. Construction Plans shall not be considered until Preliminary Plat approval is complete.

d. Effective Term and Expiration

- i. Preliminary Plat approval shall be effective for no more than three years from the date of approval. If Construction Plans or a Final Plat application has not been submitted, the Preliminary Plat shall expire, and a new Preliminary Plat application must be submitted for approval.
- i. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete; otherwise, the Preliminary Plat shall expire.
- ii. If an approved Final Plat is allowed to expire, the Preliminary Plat shall also expire.
- iii. The City Manager or designee may approve one (1) extension of validity for a preliminary plat for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. A plat extension shall be automatically conditioned to require compliance with all City codes, regulations, and specifications in place at the time of development of the plat in question.

e. Deviations from an Approved Preliminary Plat

- i. Any Final Plat submittal that results in a substantial change to an approved Preliminary Plat will require resubmittal of the Preliminary Plat in its entirety and may trigger the need for a noticed area meeting at the discretion of the City Manager or designee. Minor modifications shall be considered by the City Manager or designee.
- ii. Substantial changes will be subject to a Planning & Zoning Commission public meeting, with the same requirements as an original application. Substantial changes shall include but are not limited to:
 1. Any major change in land use or use intensity (e.g., shifting or increasing drainage areas, adding a trail easement);
 2. Modifications of vehicular traffic circulation on arterials, collectors and/or major local designated streets;
 3. Roadway network changes;
 4. An anticipated increase in residential density;
 5. Any change in the Preliminary Plat that is determined by the City Manager or designee to be substantial.

f. Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

(5) Preliminary Plat Submittal Requirements

- a. A Preliminary plat conforming to the requirements of this article, prepared and stamped by a professional land surveyor, using city coordinate system, as provided in the current Technical Standards. In general, the preliminary plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole. The following information shall be shown, unless specifically added or waived in accordance with Sec. 20-02-030(c)(3) Modification, Addition, or Waiver of Required Submittal Materials.
- b. Application and review fee;
- c. Name of proposed subdivision;
- d. Total acreage of subdivision, to nearest one-hundredth of an acre;
- e. Detailed area/vicinity map sufficient for the subject property to be located in the field, showing existing road networks to include a minimum of two major thoroughfares, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- f. Name and address of developer;
- g. Name and address of person, corporation, or organization preparing the Preliminary Plat;
- h. A statement of ownership signed by the legal owner on the Preliminary Plat;
- i. Proposed phasing, which will require a Subdivision Development Plan for final approval of the development;
- j. Existing conditions:
 - i. Present site designation or subdivision name;
 - ii. Public rights-of way and easements adjacent to and on-site including location, width and purpose of each, with all public easements labeled and existing recording information for each;
 - iii. Existing storm drain facilities adjacent to and on the site;
- k. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2.
 - i. Boundary survey will include all monuments found and monuments to be set.
 - ii. Boundary lines shall be given in bearings (degrees, minutes, and seconds).
 - iii. Distances shall be shown in feet to the nearest hundredth.
 - iv. Curved boundary lines will provide sufficient data to be reestablished on the ground and shall include central angle, radius, arc length, chord bearing and distance.
 - v. Contact information for the surveyor that performed the survey.

- l. Zoning or proposed zoning shall be shown;
- m. Special Use Permits and any Variance requests shall be identified;
- n. Uniquely identify each lot, by lot number and block. Size of lots will be identified with lot line dimensions in feet to the nearest hundredth.
- o. Sufficient information to show that all lots meet the requirements of city ordinances, codes and regulations, including setbacks and clear sight triangles at intersections;
- p. Proposed lot lines and public rights of way, street widths, rights of way for public services or utilities, dimensions and locations of areas for purposes of tracts proposed to be reserved for the public.
- q. Conceptual utilities plan. The conceptual utilities plan shall contain enough information to provide a general outline of the proposed utility-routing plans for the development, including locations and sizes of existing and proposed utilities to be provided to the development to meet the City of Alamogordo Technical standards.
- r. Traffic Impact Analysis (TIA).
 - i. Applicability. A TIA shall be required when a proposed subdivision is expected to generate traffic impacts that may affect the safe or efficient operation of the transportation system, as determined through the City's traffic prequalification process.
 - ii. Traffic Prequalification Form Required. All preliminary plat applications shall include a completed Traffic Impact Analysis Prequalification Form provided by the City. The form shall include, at a minimum, the proposed land use, number of lots or dwelling units, estimated average daily trips, estimated peak-hour trips, proposed access points, and any known transportation or safety concerns.
 - iii. Determination of Required Study. Based on the Traffic Impact Analysis Prequalification Form, the City Engineer shall determine whether additional traffic analysis is required and the required level of study. In most cases, no further traffic study may be required.

Projected Impact	Required Study
Fewer than 25 peak-hour trips	No further study required, unless otherwise determined by the City Engineer
25–100 peak-hour trips	Focused Traffic Assessment
100–250 peak-hour trips	Mid-Level Traffic Impact Analysis
More than 250 peak-hour trips	Comprehensive Traffic Impact Analysis

Projected Impact	Required Study
Existing known traffic concern	Focused Traffic Assessment or higher, as determined by the City Engineer

- iv. The standards for each type of study shall be included in the City's Technical Standards.
- s. Master Drainage Study. The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the Master Drainage Study until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the Master Drainage Study.
 - i. The study report shall include, but not be limited to, the following information and calculations:
 1. Calculation for peak flow from all offsite tributary drainage areas.
 2. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
 3. Preliminary analysis of 100-year floodplain and major drainage ways.
 4. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
 5. Discussion and analysis of downstream drainage facilities.
 6. Discussion of anticipated drainage problems within the proposed development and possible solutions.
 7. Report shall be typed on 8½-inch x 11-inch pages.
 8. Drawings for the master drainage study shall include, but not be limited to, the following:
 - Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
 - Existing topography
 - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
 - For land that slopes more than five percent, show

- contour lines at intervals of not more than five feet.
- Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
- Identification of all drainage basins in the development.
- Location of all streets in/adjacent to the proposed development.
- Identification of all drainage basins tributary to the proposed development.
- Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available)
- Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.

(c) Construction Plans

(1) Purpose

Construction Plans ensure that public improvements are installed to serve a development in accordance with all applicable regulations.

(2) Applicability

Construction Plans shall be required prior to the installation of public improvements (e.g., those improvements that are intended for dedication to the City) or private improvements as determined by the reviewing department.

(3) Submittal of Construction Plans

- a. The application packet and fee shall be provided.
- b. The Construction Plans shall be provided electronically in PDF format a scale that legibly and adequately represents the information. All sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.
- c. Construction Plans shall be submitted simultaneously with the Final Plat (unless the installation of public improvements is delayed in accordance with Sec. 02-04-040(b)(1)a.).
- d. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.

(4) Consideration of Construction Plans

- a. The Planning and Zoning Department shall review the submittal for

completeness in accordance with Sec. 20-020-030(c) Application Submittal and Processing.

- b. Construction Plans and supplemental material will be processed by the applicable City departments and other governmental agencies for review, comments, and recommendations and forwarded to the City Manager or designee.
- c. The City Manager or designee shall forward any comments to the applicant for completion. Construction Plans and supplemental material that receive comments shall be resubmitted and reviewed until the provisions set forth in this section are met. At that time, the Construction Plans shall be approved, the construction approval block signed by the appropriate authorities and a construction permit issued (if the Final Plat has received approval from the appropriate authority).
- d. Whenever comments received by the City departments are in conflict, the City Manager or designee will determine the appropriate procedure to be followed, utilizing the TRC where appropriate, in order to resolve said conflict or disagreement.

(5) Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

(6) Term and Expiration

Public improvements shall commence within 365 calendar days of Construction Plan and Final Plat approval, or the subdivision shall revert to unapproved status. All procedures and fees will be required to begin the approval process again. The City Manager or designee may approve one (1) extension of validity for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.

(7) Engineer of Record Responsibility

Review and approval of the construction plans does not preclude the Engineer of Record from responsibility for adherence to all applicable local, state and federal codes, regulations and requirements. Errors and omissions when discovered are the responsibility of the developer to resolve prior to final acceptance.

(8) Construction Plan Submittal

The following information shall be shown, unless specifically added or waived in accordance with Sec. 20-02-030(c)(3) Modification, Addition, or Waiver of Required Submittal Materials.

- a. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2;
- b. Contact information for surveyor who performed the survey;

- c. A complete geotechnical soils report may be required, at the expense of the applicant, and at the request of the City Manager or designee, if the soil conditions are unknown, unreliable, or otherwise unusual. This requirement must be met when the soils are graded as “expansive” or “very fine”;
 - i. Geotechnical soils investigation must include, at a minimum, representative sampling and testing for: 1) USCS soil classification, 2) sieve analysis, and 3) structural design factors (R value and/or CBR value);
 - 1. Other parameters may be required including, but not limited to: 1) soil percolation test, 2) soil boring logs; 3) water table elevations;
 - 2. A pavement design, when the developer proposes to vary from the current Technical Standards, or when the soils warrant one.
- d. Final drainage study including detailed calculations for all potential runoff within the proposed development and calculations supporting the design of all drainage structures within the development. Construction Plans for drainage structures and grading plans for street grades shall be considered as part of the drainage study. Drawings shall be formatted for 24-inch x 36-inch sheets. Drawings and calculations for the drainage study shall include, at a minimum:
 - i. Existing and proposed contours for proposed development at a minimum 2-foot contour intervals;
 - ii. Property lines, streets, right of way limits, street grades, and street names;
 - iii. Overall drainage area and sub-area boundaries;
 - iv. Existing and proposed drainage facilities and structures with all pertinent information necessary to facilitate review and approval;
 - v. Proposed storm drains, drainage ways, and right of way or easement requirements;
 - vi. Drainage calculations must show 10-year, 50-year, and 100-year storm runoff pre-development and post-development;
 - vii. All floodplains within the development referencing the current FEMA Special Flood Hazard Area (SFHA) Map;
 - viii. Minimum finished floor elevations or building pad elevations to meet National Flood Insurance Requirements, if within a FEMA SFHA;
 - ix. If not in a SFHA, building pads shall be elevated no less than six (6) inches above the one-hundred-year storm runoff elevation, or not less than one (1) foot above the curb line;
 - x. Street design capacity shall accommodate the one-hundred-year storm

- runoff within curbs overtopped not more than six (6) inches;
- xi. Detention ponds shall be used to detain storm runoff increase post-development and shall be designed for the one-hundred-year return period rainfall event with the 24-hour duration;
- xii. Connections to any existing drainage systems.
- e. Final Traffic Impact Analysis report (if required) and required infrastructure improvements shall be included as part of the construction drawing submittal;
- f. Utility Extension Application;
- g. Pretreatment Questionnaire;
- h. Construction Plan Set shall included:
 - i. Boundary lines, bearings, and distances;
 - ii. Easements with location, width, purpose, and recording information;
 - iii. Information on adjacent land within one-hundred (100) feet, including ownership, and recording information;
 - iv. Developer and engineer/architect information;
 - v. Zoning information;
 - vi. Lot sizes, dimensions, and character meeting zoning and Technical Standard requirements;
 - vii. Location of private utility easement(s).
- i. Utility and street plans and profiles, formatted for 24-inch x 36-inch sheets stamped by a New Mexico licensed, registered professional engineer, at a scale of one hundred feet to one inch or larger and plans and profiles of 1:5 vertical and 1:50 horizontal. Utility and street plan sheets shall include:
 - i. Title block;
 - ii. Horizontal and vertical scale;
 - iii. Date and revisions;
 - iv. Professional Engineer Stamp, name and firm;
 - v. Drawing numbers;
 - vi. Legends;
 - vii. Street names;
 - viii. North arrow;

- ix. Match lines with stationing;
- x. Profile showing elevations at even 50-foot stationing;
- xi. Limits of construction;
- xii. Centerline stationing;
- xiii. Curve centerline data;
- xiv. Stations at street intersections, curb returns and property lines;
- xv. Sidewalks and ADA ramps;
- xvi. Back of curb radius information;
- xvii. Top of curb information;
- xviii. Driveway locations, dimensions, and details;
- xix. Street marking, street lighting (meeting current ordinance and technical standard requirements), and signage (meeting current MUTCD standards);
- xx. Sizes and locations of all utilities (existing and proposed);
- xxi. Size and length of pipe, pipe composition, and distances between manholes;
- xxii. Fire hydrant locations and type;
- xxiii. Water main lines and valve locations and sizes materials and location of water service lines and meters;
- xxiv. Sewer lines with flow directions and manhole locations, sewer line size, materials, cleanouts at the right-of-way line, and sewer service lines;
- xxv. Inlet and outlet details of all manholes and inlets, and connections to existing systems;
- xxvi. Manhole details, including station numbers;
- xxvii. Type and size of valves and fittings;
- xxviii. Radii of curved utility lines;
- xxix. Bike lane striping, if applicable;
- xxx. Street light pad and conduit locations;
- xxxi. “No parking” sign locations, if applicable.

- j. Detail and general note sheets required for construction of all appurtenances, per current Technical Standards;
- k. Details necessary to construct on-site ponding/detention with specific lots identified;
- l. Grading plans;
- m. Plan set cover sheet with sheet index, project location, subdivision name, all pertinent information, and current signature block for city approvals.
- n. Profile sheets shall include:
 - i. Proposed and existing grades including 100 feet beyond limits of construction;
 - ii. Stationing and elevations of the vertical point of intersection on all vertical curves, including PVT, PVI, PVC and K value;
 - iii. All pipe invert elevations, including storm drain and utilities;
 - iv. Slopes and length of sewer pipe, elevations;
 - v. Manhole stationing, size, materials, and invert and top elevations for manhole rim, inverts in and inverts out;
 - vi. Water line size and locations;
 - vii. Existing utilities in relation to new utilities;
 - viii. Tie-in elevations to existing utilities.

(d) Final Plat

(1) Purpose

The Final Plat is the subdivision instrument prepared for recording in the County Clerk's Office. The Final Plat approval process ensures that the recordable plat is in complete compliance with applicable ordinances and standards.

(2) Applicability

- a. A Final Plat shall not be submitted until Preliminary Plat approval is complete, if applicable.
- b. A replat that makes changes to a previously approved Final Plat requires the filing of a new Final Plat. A replat follows the same procedures outlined in this sec. 20-03-030(d) Final Plat.
- c. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete.

(3) Review and Approval of Final Plats

- a. For Final Plats following an approved Preliminary Plat, the City Manager or designee shall review and approve the application in accordance with Sec. 20-

20-030(d) Staff Review and Sec. 20-02-030(f) Review and Decision.

- b. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- c. For Final Plats that do not follow an approved Preliminary Plat, the City Manager or designee shall provide a recommendation and the Planning & Zoning Commission shall approve the application in accordance with Sec. 20-02-030(f) Review and Decision.

(4) Effect of Final Plat Approval

- a. The Final Plat shall not be filed until all improvements have been constructed, inspected, and ready for approval and maintenance acceptance by the City. Upon approval and filing of the Final Plat, the applicant may sell lots and apply for Building Permits.
- b. If the construction of public improvements will be delayed in accordance with Sec. 20-04-040(b)(1)a. Performance Security, a financial guarantee shall be submitted with the Final Plat and Construction Plans.
- c. If the construction of public improvements is substantially complete, the City shall authorize the applicant to file the Final Plat and may issue building permits. See Sec. 20-04-040(b)(5) Substantial Completion for more information.

(5) Revisions to an Approved Final Plat

- a. No changes, revisions, erasures, or modifications shall be made on the Final Plat, without a replat.
- b. Replats, before acceptance of a subdivision, shall require new Construction Plans, applications, and fees unless determined to be unnecessary by the City Manager or designee due to the nature of the replat and the impacts to the public infrastructure. Construction Plans shall provide sufficient information to address the impact of the replat.
- c. No Final Plat shall be filed and recorded prior to the satisfaction of all requirements and conditions.

(6) Expiration

If the applicant has not filed a Final Plat with the County within three years of the date of approval, the Final Plat shall expire.

(7) Appeal

Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

(8) Final Plat Submittal Requirements

- a. A Final Plat Application and fee shall be submitted.
- b. The Final Plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the

information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.

- c. The Final Plat shall be prepared by, and have the seal of, a professional surveyor. The survey shall be prepared using the city's coordinate system as provided in the Technical Standards and meet the Minimum Standards for Surveying in New Mexico.

(9) Final Plat submittals shall include:

- a. Approved subdivision name;
- b. Date of preparation, north arrow, written and graphic standard engineering scale;
- c. Name and address of developer;
- d. Name and address of person, corporation or organization preparing the Final Plat;
- e. Certification and seal by a Professional Surveyor in accordance with the laws of the state, certifying the accuracy of the survey and the plat, and that the surveyor prepared or supervised the preparation of the plat;
- f. An accurate and complete boundary survey of the land to be subdivided meeting the Minimum Standard for Surveying in New Mexico, NMAC 12.8.2. The boundary survey will include all monuments found accepted/rejected and set. Boundary lines shall be given in bearings (degrees, minutes, and seconds). Distances will be shown in feet to the nearest hundredth. Curved boundary lines will provide sufficient data to be reestablished on the ground and will include central angle, radius, arc length, chord bearing and distance;
- g. Survey meeting the requirements of the city's current Technical Standards;
- h. Total acreage of subdivision to nearest one-hundredth of an acre;
- i. Detailed area/vicinity map showing existing roads, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- j. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- k. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs, and central angles of curves. Lines to be eliminated shall be designated and identified by dashed lines;
- l. Name and right-of-way width of each street or other rights-of-way on or adjacent to the tract;
- m. Number to identify each lot, letter of each block, dimensions of lot lines, and

- acreage or square footage of each lot;
- n. City-assigned addresses of each lot;
- o. Minimum setback limits for each lot;
- p. Traffic Impact Analysis (unless provided with a Preliminary Plat).
 - i. Applicability. A TIA shall be required when a proposed subdivision is expected to generate traffic impacts that may affect the safe or efficient operation of the transportation system, as determined through the City's traffic prequalification process.
 - ii. Traffic Prequalification Form Required. All preliminary plat applications shall include a completed Traffic Impact Analysis Prequalification Form provided by the City. The form shall include, at a minimum, the proposed land use, number of lots or dwelling units, estimated average daily trips, estimated peak-hour trips, proposed access points, and any known transportation or safety concerns.
 - iii. Determination of Required Study. Based on the Traffic Impact Analysis Prequalification Form, the City Engineer shall determine whether additional traffic analysis is required and the required level of study. In most cases, no further traffic study may be required.

Projected Impact	Required Study
Fewer than 25 peak-hour trips	No further study required, unless otherwise determined by the City Engineer
25–100 peak-hour trips	Focused Traffic Assessment
100–250 peak-hour trips	Mid-Level Traffic Impact Analysis
More than 250 peak-hour trips	Comprehensive Traffic Impact Analysis
Existing known traffic concern	Focused Traffic Assessment or higher, as determined by the City Engineer

- iv. The standards for each type of study shall be included in the City's Technical Standards.
- q. Master Drainage Study (unless already provided with a Preliminary Plat). The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the

proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). The report shall include, but not be limited to, the following information and calculations:

- i. Calculation for peak flow from all offsite tributary drainage areas.
- ii. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
- iii. Preliminary analysis of 100-year floodplain and major drainage ways.
- iv. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
- v. Discussion and analysis of downstream drainage facilities.
- vi. Discussion of anticipated drainage problems within the proposed development and possible solutions.
- vii. Report shall be typed on 8½-inch x 11-inch pages.

Drawings for the master drainage study shall include, but not be limited to, the following:

- Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
- Existing topography.
 - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
 - For land that slopes more than five percent, show contour lines at intervals of not more than five feet.
 - Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
 - Identification of all drainage basins in the development.
 - Location of all streets in/adjacent to the proposed development.
 - Identification of all drainage basins tributary to the proposed development.
 - Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available) Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.

- r. A Title Commitment certified by the title company showing that applicant is the landowner;
- s. Proof of current tax status with the County Assessor;
- t. Signed statements by the developer dedicating public rights-of-way and granting all required easements for public use. Include a statement that the subdivision is planned with the free consent of and in accordance with the

desire of the undersigned owner of the land, acknowledged in a manner required for acknowledgment of deeds. The dedication statement shall read as follows;

DEDICATION

THE TRACT HEREON IS TO BE KNOWN AS _____ SUBDIVISION. ALL RIGHTS OF WAY AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF ALAMOGORDO. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF ALAMOGORDO. ALL RULES AND REGULATIONS OF THE CITY OF ALAMOGORDO AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON.

- u. Location, dimensions, and purpose of all easements, existing or proposed, and any limitations thereof. For existing easements, provide recording information Book, Number and Date;
- v. Signature block(s) for concurrence by authorized representatives from respective utility companies (water, electric, gas);
- w. Location and dimensions of sidewalks or walking paths;
- x. Location of USPS-approved Neighborhood Delivery and Collection Box Unit, if applicable;
- y. Note stating, "Developer is responsible for utility stub-outs and for providing any appurtenances, meeting city Technical Standards, necessary to provide utility service to the lots contained herein";
- z. Identification of any lots utilizing on-lot ponding/detention.

20-04-040 Adequate Public Facilities

(a) Development Agreement

(1) Purpose

- a. The developer or owner shall enter into a contract with the city agreeing to abide by, and to comply with, the Final Plat and Construction Plans, as approved.

(2) Applicability

- a. A Development Agreement shall be needed at the end of a Major Platting Process, after Final Plat and Construction Plans have been approved.
- (3) The developer shall provide an Estimated Cost of Infrastructure Improvements (ECII) to the city for review before a Development Agreement will be executed.
- (4) The contract shall contain, among other provisions, the following:
- a. The developer agrees to provide approved Construction Plans for construction of improvements such as grading, drainage, and ponding that will impact building on individual lots/parcels to each purchaser of lots/parcels.
 - b. Developer shall agree to abide by and comply with the layout, drawings, and reports as finally approved by the City and to complete the subdivision in accordance with the plans and specifications.
 - c. The developer shall agree to supply and install, at the developer's expense, all water lines and sewer lines of approved size, materials and quality within the subdivision in accordance with the current Technical Standards. Developer shall install all materials and appurtenances necessary to service and support the subdivision for a sufficient distance outside the subdivision to connect to the city's sewer and water system, as approved in the Construction Plans.
 - d. The developer shall agree to protect drainage structures, to build bridges, culverts and such other drainage facilities in the area as may be necessary to protect the subdivision, the city, and other lands in the area from floods by reason of such development, as approved in the Construction Plans.
 - e. The developer shall agree to lay and construct all paving, curbs and gutters, and sidewalks, using the current Technical Standards, within five years of staff approval of Final Plat, and to connect such improvements with the existing paving, curbs, gutters, and sidewalks, as approved in the Construction Plans. Required sidewalks shall be completed for the entire block face prior to issuance of the first Certificate of Occupancy for any dwelling or principal building fronting that block face.
 - f. Before and during the Warranty Period, the developer shall agree to repair all damages to water lines, sewer lines, manholes or any other damaged appurtenance at the developer's expense.
 - g. Materials used in performing the work shall meet the current Technical Standard requirements. Material tests and documentation shall meet the requirements of the current Technical Standards. If materials do not meet requirements, the developer will be required to remove deficient materials and reconstruct with materials that meet requirements.
 - h. The developer agrees to provide easement and right-of-way information to purchasers of lots/parcels.
 - i. The developer or owner shall agree that all public infrastructure shall be

subject to inspection, approval, and acceptance by the city and its duly designated agents and/or employees. The developer or owner shall, upon approval of the Construction Plans and specifications for infrastructure installations to be done hereunder, pay to the city the designated fee to compensate the city for inspection services.

- j. The developer shall agree to provide record drawings of public infrastructure improvements for each phase before the subdivision will be accepted by the City.
- k. The developer shall agree that all public infrastructure shall be inspected and accepted by the City before any city utility service will be provided to the lots.
- l. For a period ending one (1) year after the city accepts the subdivision improvements for maintenance, the developer shall agree to make all repairs to the public infrastructure and to replace all defective material or workmanship which may become apparent before or after the subdivision is accepted by the city. No acceptance or approval by the city or other agent or employee shall relieve the developer from these obligations. The city shall not be deemed to have waived any of the requirements of this chapter by virtue of its acceptance of any easement or right-of-way from the developer.
- m. If a drainage basin is needed, it shall be completed as part of the first phase of the subdivision. The developer shall maintain the drainage basin until all phases of the subdivision are complete and the last warranty period ends, then the City shall take on ownership and maintenance of the drainage basin. The City shall assess a maintenance fee that the developer shall pay to the City upon transfer of ownership. This fee shall be included in the City's Fee Schedule. The fee is intended to offset future municipal costs associated with publicly owned infrastructure serving the subdivision.
- n. The Development Agreement shall be recorded with the County Clerk's office along with the Final Plat. The developer shall agree that the Agreement shall be covenants running with the land and shall constitute a lien on the land.

(b) Installation and Acceptance of Public Improvements

(1) Public Improvements Required for Final Plat

Public improvements shall be constructed, installed, inspected, and ready for approval and maintenance acceptance by the Public Works Department and Utilities Department prior to the filing of an approved Final Plat.

- a. Exception: The City Manager and or designee may authorize a delay in the installation of public improvements for up to 24 months following the filing of an approved Final Plat with the County, if a Performance Financial Guarantee is filed with the City.
- i. A Performance Financial Guarantee and a bid from the developer shall be filed with the City, along with a development agreement outlining the

- improvements to be completed, any cost sharing agreements (e.g., oversizing), and other terms as required by the City Manager or designee.
- ii. If required improvements have not been installed within the 24-month period, the City Manager or designee may approve one (1) extension for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.
 - 1. Any further extension of time for completion of required improvements shall require approval of the Planning & Zoning Commission.
 - 2. Updated improvement cost estimates and additional performance security may be considered as a condition of any approved extension.
 - iii. If the City determines that the subdivider will not construct any or all of the improvements in accordance with the specifications, the City may withdraw and employ from the deposit of collateral such funds as necessary to construct the improvements in accordance with the specifications.
- b.** Without a Performance Financial Guarantee, no building permits shall be issued within the subdivision until all improvements have been installed and inspected, and a letter of acceptance has been issued to the developer by the City stating the public improvements have met Substantial Completion and a Warranty Financial Guarantee has been provided.
- iv.i.** Exception: The developer shall have five (5) years from approval of Final Plat to complete the ADA-compliant sidewalks. ADA ramps shall be constructed at the time curb and gutter are put in. Required sidewalks shall be completed for the entire block face prior to issuance of the first Certificate of Occupancy for any dwelling or principal building fronting that block face.

(2) Installation of Public Improvements

- a. Before the developer begins any site grading or physical work on the subdivision, they shall contact the city, per the Written Notification procedures outlined in the current Technical Standards, a minimum of twenty-one (21) calendar days before work starts.
- b. A preconstruction meeting will be held with the developer, contractor(s), and city staff before work can begin.
- c. If work is started before Notice to Proceed (NTP), a penalty shall apply.
- d. Upon approval of all required submittals and following a preconstruction meeting, the City will provide the Developer a NTP to begin site work.
- e. Contractor/developer must provide Materials Submittals for any materials to be used for construction of the public infrastructure for review and approval by the Public Works Inspector or Utilities Inspector. Materials that vary from the

approved construction plans or current Technical Standards, shall only be used through approval via the Technical Standards “Written Notice Procedures” process.

(3) Inspection and Acceptance of Public Improvements

- a. Contractor shall follow procedures as outlined in the current Technical Standards, “Written Notice Procedures” for inspection requests and all communication with the city related to the subdivision construction;
- b. Engineer’s Certifications and as-built drawings are required prior to the release of the developer’s Performance Financial Guarantee. GPS data related to location of underground facilities must be provided and/or the developer’s contractor must allow 24 hours for City staff to capture GPS data before the inspected and approved utility is covered.
- c. Following Substantial Completion, as defined in this article, of public improvements, the developer will notify the city that the improvements are ready for consideration of acceptance;
- d. A site walk-through will be performed by city staff;
- e. A punch list of items that must be addressed will be provided to the developer within ten (10) working days of the walk-through;
- f. After the developer has addressed all punch list items, the developer shall make a written request for acceptance of all public improvements;
- g. Record drawings and a detailed material listing shall be provided;
- h. The City shall inspect the improvements to determine whether the public infrastructure is acceptable and whether it conforms to the approved Final Plat and Construction Plans;
- i. The developer will be notified via electronically-mailed letter as to whether the improvements are accepted.
- j. Upon acceptance by the city the Performance Financial Guarantee will be released.

(4) Substantial Completion

- a. Before consideration of Acceptance of the public improvements; in order to ensure the health, safety, and welfare of city residents and in order to ensure the ability of city departments to deliver required services, the following infrastructure, in their entirety, will be required to be completed:
 - i. Complete roadway sections with subgrade, base course, asphalt paving, curb, and gutter (the developer shall have five (5) years from approval of Final Plat to complete the sidewalks);
 - ii. Complete and electrified street lighting system;
 - iii. Complete water, wastewater, and drainage systems as shown and authorized on the approved construction drawings;

- iv. Electrical and gas utility connections;
 - v. Retaining structures and walls;
 - vi. Any required off-site infrastructure improvements;
 - vii. Installation of mailbox clusters or other USPS-approved mail delivery systems.
- b. Minor punch list items may remain, as determined by the City's Public Works Inspector and Utilities Inspector.

(5) Warranty Period

- a. A one (1) year warranty period for the infrastructure improvements shall begin, during which time the improvements remain the developer's responsibility for repairs and maintenance.
- b. Approximately one month prior to the expiration of the one-year warranty period, the City shall forward a notification to all applicable parties. Prior to the completion of the warranty period, the developer shall request in writing a final inspection of the infrastructure improvements.
- c. A city inspection shall take place before the expiration of the warranty period. A punch list of any deficiencies shall be sent to the developer/contractor for correction prior to the warranty expiration date.
- d. If the developer/contractor fails to correct deficiencies in a timely manner, the city reserves the right to call on the developer's Warranty Guarantee.
- e. If all punch list items have been corrected, the subdivision will be accepted for city maintenance. The Warranty Financial Guarantee shall be released.
- f. The developer will be notified via electronically-mailed letter as to whether the improvements are accepted for city maintenance within ten (10) business days following the last city inspection.
- g. The City Manager or designee may formally accept public improvements for city maintenance upon concurrence by Public Works Director, Utilities Director, Fire Department, and Police Department that all requirements have been met.

(c) Exception Request Requirements

All requests for exceptions to city ordinances or Technical Standards shall be submitted in writing according to the process outlined in the Technical Standards "Written Notice Procedures". The Exception Request shall go to the City Manager or designee.

Exception requests shall include, at a minimum:

- (1) Development name;
- (2) Requestor contact information;
- (3) Engineer/Architect contact information, if applicable;

- (4) Subject of Exception Request (ordinances and/or Technical Standards);
- (5) Logic and justification for the request with all pertinent information and backup documentation;
- (6) Explanation of why the Exception would benefit the city and its citizens;
- (7) Review fee.

The city will review the Exception Request and provide a response to the requestor via electronically mailed letter. Exceptions will not be approved for the sole purpose of reducing the cost of the subdivision development.

(d) Fees, Performance Financial Guarantee, Warranty Financial Guarantee and Penalties

- (1) The following shall be paid by the developer or owner to the city, when applicable:
 - a. Plat Vacation fee
 - b. Right-of-Way Vacation fee
 - c. Summary Subdivision fee
 - d. Preliminary Plat application fee
 - e. Subdivision Development Plan review fee
 - f. Performance Financial Guarantee
 - g. Warranty Financial Guarantee
 - h. Maintenance fee
 - i. Development Inspection fees
 - j. Certificate of Survey fee
 - k. Final Plat application fee
 - l. Exception Review fee
 - m. Penalty for beginning work on subdivision before NTP
- (2) All fee amounts can be found in the City of Alamogordo Fee Schedule available on the City's website.
- (3) The estimated cost of infrastructure improvements (ECII) for a development or phase, for the purpose of determining Performance Financial Guarantee, Inspection Fees, or Warranty Financial Guarantee shall be based on quantities and unit prices. The ECII shall be developed and stamped by a registered professional engineer and approved by the City Manager or designee.
- (4) Performance Financial Guarantee
 - a. Purpose
 - i. To allow the developer to file the approved Final Plat with the

- County and begin constructing homes or selling lots.
 - ii. To guarantee the installation of required improvements.
 - iii. To protect homebuyers and lot purchasers from being left in a partially completed development with unfinished roads, utilities, or drainage facilities.
 - b. The Performance Financial Guarantee shall be provided to the city, which must cover 110% of the approved estimated cost of all public infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee:
 - i. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
 - ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.
 - iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
 - iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
 - v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.
- (5) Warranty Financial Guarantee
- a. Purpose
 - i. To ensure that public improvements remain free from defects and function as intended.
 - ii. To protect the City, future property owners, and taxpayers by providing financial security for the repair or replacement of defective improvements at the developer's expense.
 - b. A Warranty Financial Guarantee shall be provided at the establishment of the Warranty Period.
 - c. The Warranty Financial Guarantee shall be 10% of the approved estimated cost of infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee.
 - i. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
 - ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.

- iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
- iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
- v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

(e) Public Facilities

(1) Streets

- a. The arrangement of streets in a subdivision shall either:
 - i. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or
 - ii. Conform to a plan for the neighborhood approved by the City Manager or designee to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.
- b. Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.
- c. Reserve strips controlling access to streets shall be prohibited except where their control is placed in the city under conditions approved by the city. Should these reserve strips become unnecessary due to adjacent development they shall revert to the owner or the owner's assigns.
- d. Reverse curves on arterial and collector streets shall have minimum tangent length of one hundred (100) feet.
- e. When connecting street lines deflect from each other at any one (1) point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure a sight distance of not less than one hundred (100) feet for local and collector streets and of such greater radii as the city staff shall determine for special cases.
- f. Streets shall be laid out to intersect near as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.
- g. Street right-of-way widths Shall meet the requirements of the current Technical Standards.
- h. Wherever a one-half ($\frac{1}{2}$) street is adjacent to a tract to be subdivided, the other one-half ($\frac{1}{2}$) of the street shall be platted within such tract.
- i. No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the City Manager or designee.

- j. Street grades shall comply with current NMDOT design standards with due allowances for reasonable vertical curves.
- k. Sidewalks, meeting current ADA and Technical Standard requirements shall be constructed by the developer and/or contractor;
- l. Streets shall accommodate trash pickup service.
- m. Utility and street improvements shall be provided in each new subdivision in accordance with the current Technical Standards, and in accordance with the comprehensive plan, and all amendments, modifications and/or additions thereto. In any instance in which there is any conflict between or within the Technical Standards, city ordinances and the comprehensive plan, the more stringent requirement shall apply.
- n. Public improvements shall be constructed, inspected, and accepted before the Final Plat is recorded with the County Clerk's Office. Lots may not be sold before Final Plat recording, except for as provided in the alternate processes as defined in this article.

(2) Blocks

- a. The lengths, widths and shapes of blocks shall be determined with regard to:
 - i. Provision of adequate building sites suitable to the special needs of the type of use contemplated and meeting all ordinance requirements.
 - ii. Need for convenient access, circulation, control, and safety of street traffic.
 - iii. Block lengths longer than one thousand eight hundred (1,800) feet shall provide emergency vehicle turnarounds with a fifty-foot radius at property line.
 - iv. Pedestrian crosswalks, meeting the current Manual on Uniform Traffic Control Device (MUTCD) standards, shall be installed at required intersections.

(3) Lots

- a. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall meet all city ordinances and the Technical Standards. Lot dimensions shall conform to the requirements of all city ordinances and the Technical Standards
- b. Depth and width of properties reserved or laid out for commercial or industrial purposes shall comply with all city ordinances and Technical Standards.
- c. Corner lots for residential use shall have extra width to allow appropriate building setback from and orientation to both streets, meeting all city ordinances and Technical Standards.
- d. Each lot shall have access to an adjacent public street, by means of direct access or an easement.

- e. Double frontage lots shall be avoided, except where it is essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.
- f. Side lot lines shall be substantially at right angles or radial to street lines.

(4) Parks

- a. All subdivision parks shall be reviewed by the Parks and Recreation Department.
 - i. Review by the Parks and Recreation Department shall occur during the staff review period of a subdivision development plan.
 - ii. If an application does not require a subdivision development plan, Parks and Recreation review shall occur during the staff review period for a Preliminary Plat.
- b. It shall be the responsibility of the developer to provide irrigation for a subdivision for any and all parks and landscaping.
- c. The City shall not accept subdivision parks nor shall the City maintain subdivision parks, nor landscaping outside of the right-of-way.

(f) Monuments

- (1) Monuments shall be placed at all block corners, angle points, points of curves in streets, and at all property corners. Such monuments shall be made of metal at least one-half ($\frac{1}{2}$) inch in diameter and sixteen (16) inches long with the surveyor's license number on a cap affixed to the top of the rebar.
- (2) Monuments shall meet the requirements as set forth in the current Minimum Standards for Survey in New Mexico.

(g) Easements

- (1) Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary.
- (2) Drainage easements shall be provided to meet the requirements of the Technical Standards. If there are conflicting requirements within the Technical Standards, city ordinances, or other jurisdictional agencies, the most stringent requirements shall apply. Existing detention ponds or drainage channels may be used for flood control, as approved in the Construction Plans and Final Plat.

(h) Municipal liens

Parcels of land which have been assessed for street, water, sewer, or other improvements may be subdivided under the following conditions:

- (1) Payments on the assessment lien must be current.
- (2) The submission of documents to the City Manager or designee must include a division of the outstanding assessment among the lots proposed to be created by the subdivision.
- (3) Upon the transfer of any lot in the newly created subdivision by any method, the assessment against the lot to be transferred must be paid in full.

ARTICLE 20-10 – DEFINITIONS

Access or access way – A public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to adjacent property.

Alley – A public way, other than a street, intended for secondary access and service to the rear or side of the property.

Block – A unit of land bounded by streets or by a combination of streets and public land, right-of-way, or any other barrier to the continuity of development.

Buildable area – The portion on a lot remaining after required setbacks and open spaces have been accounted for.

Building setback – The distance on private property established by ordinance or plat, which regulates the location of buildings or structures as they relate to the site property lines.

Building site – The ground area for a building or structure, together with all yards and open spaces.

Commercial unit development – A platted lot, zoned for commercial, manufacturing, or industrial uses, which is further divided into more than one (1) lot, and where all added lots are provided access to a public or private street through a private easement.

Commission, city – The governing body of the city.

Commission, county – The governing body of the County of Otero.

Commission, planning and zoning – A body with the power, authority, jurisdiction and duty to enforce and carry out the provisions of law relating to planning, platting and zoning.

Common open facilities – The facilities in a subdivision in which the owners have an undivided interest.

Completed Subdivision – Public improvements have been constructed, inspected and accepted by the city. Final plat has been recorded with the Otero County Clerk. Record drawings have been submitted and accepted for completeness, accuracy, and format;

Comprehensive Plan - The current planning document officially adopted by the city, containing the goals, objectives, and policies pertaining to land use, community facilities, infrastructure, transportation, housing, and other subjects related to the development of the city.

Contractor – Any entity that is engaged by the developer to install public and/or private improvements.

Construction Plans – The plans required by the city for construction and installation of public improvements necessary to provide required services for proper development; including but not limited to, plans for grading, drainage, water and sewer infrastructure, open space, fire hydrants, streets, sidewalks, permanent signing, and lighting.

Current – That which is in effect at the time of approval.

Cul-de-sac – A local street with only one (1) outlet having a proper terminus for the safe and convenient reversal of traffic movement.

Drainage area - The land area that contributes stormwater runoff to a specific point, facility, or drainage system within or affecting the subject property.

Drainage basin – A naturally defined geographic area within which all precipitation collects and drains to a common outlet, such as a river, stream, arroyo, or other waterbody.

Dedication – The offer and acceptance of an interest in property to the city for public use.

Developer – Any entity dividing or proposing to divide land to create a subdivision.

Development agreement – A contract between the city and an entity who owns or controls property, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.

Driveway, private – A vehicular way, not serving more than one (1) lot or parcel of land.

Driveway, common – A vehicular way serving more than one (1) lot or parcel of land.

Easement, private – A right-of-use granted for the limited use of private landowners and where use and maintenance of such area is governed by an agreement which runs with the land and

is recorded with the Otero County Clerk

Easement, public – An easement dedicated for use by the public, which is included within the dimensions or areas of lots or parcels.

Effective Date: - Each amendment of this Code shall become effective as stated on applicable ordinance, unless the City Commission specifies a different effective date.

Estimated cost of infrastructure improvements (ECII)– The estimated cost for the construction of all the public infrastructure in a subdivision, providing quantities and unit prices, developed and stamped by a licensed professional engineer, and reviewed by the city.

Existing property – Any piece of land that has been platted or described by metes and bounds.

Extra-territorial jurisdiction (ETJ) – The area within five (5) miles outside of the corporate limits of the city.

Filing – The process by which an entity or person makes application to the city, which application meets all the submission requirements.

Frontage – The line where a parcel of land, lot or site is adjacent to and contiguous to an easement or right-of-way either private or public.

Grade – The slope of any surface specified in terms of elevation and/or slope percentage.

Grading – Any disturbance of the surface of the land with earth moving equipment.

Homeowner Association (HOA) – A community self-governance structure of a development or subdivision.

Improvement – Physical infrastructure and facilities that are constructed, installed, or modified to serve the subdivision and to meet public health, safety, and welfare standards.

Intersection – The location where two (2) or more streets cross at grade.

Lot – A piece of land delineated for the purpose of improvement or sale meeting the requirements of this article.

Lot area – The total area, measured in a horizontal plane, within the lot lines of a lot, expressed in either acres or square feet.

Lot, corner – Lot located at the intersection of two (2) or more streets.

Lot depth – The average distance from the rear lot line to the front lot line, or if there is no rear lot line, the average distance between the front line and the intersection of two side lot lines.

Lot, double frontage – Any lot that has frontage on two (2) public streets which are nonintersecting.

Lot, flag – A lot, because of inherent limitations, lacks frontage except for access provided by way of a narrow projection of the lot to the street.

Lot, interior – Any lot that has frontage on one (1) street only.

Lot line – Any line that is a legal boundary of a lot as herein defined.

Lot, substandard – A lot that has less than the minimum area or minimum dimensions required in this article or for the zoning district in which the lot is located.

Lot width –

1. For lots with a consistent width from front to rear lot line, the horizontal distance between the side lot lines, measured along a straight line parallel to the front lot line.
2. For corner lots or irregular lots, the length of a line between the two side lot lines, measured at the front building setback line, and at right angles to an axis connecting the midpoints of the front lot line and the rear lot line.

Metes and bounds – A method of describing the boundaries of land by bearings and distances from a known point of reference.

Notice to Proceed (NTP) -Written notice from appropriate city authority to owner, developer, and/or contractor allowing work to begin.

Pedestrian way – A specifically designated place, means, or way by which pedestrians are provided safe, adequate, and usable circulation; normally provides access through the interior of a property or development. Does not include street or vehicular easement or right-of-way or required sidewalk along a street or vehicular way.

Performance Financial Guarantee (PFG) – Payment made to the city in an acceptable form for 110% of the approved estimated cost of infrastructure improvements to ensure the subdivision is developed as approved by the subdivision approval process.

Phased development – Development of a subdivision in successive parts as approved by the city, per Subdivision Development Plan.

Planning Authority – The person or persons designated as the approving authority for development within the city.

Plat – A map, drawn to scale and certified by a licensed surveyor, depicting how a parcel of land is divided. A plat identifies the boundaries and features of the land.

Plat, certificate of survey – A replat following the current version of New Mexico Statute Chapter 3 Article 20-2 “Subdivisions”, setting forth the legal description of tracts resulting from replat, approved by the City Manager or designee and recorded with the Otero County Clerk.

Plat, correction – A plat, which may be administratively processed when the City Manager or designee determines that the plat is correcting an error in the original plat. Affidavits prepared by the original surveyor and recorded with the Otero County Clerk, with city approval, are also acceptable methods of correcting minor plat errors.

Plat, Final – The plat that may be formally processed for final consideration by the City Manager or designee and subsequently recorded with the Otero County Clerk.

Plat, Preliminary – The map or plan tentatively describing the parcel of land, submitted for city staff review to allow incorporation of changes of design, street alignment and widths, lot arrangement, size, and other design considerations.

Plat, Summary – A plat that meets the Summary Subdivision criteria as defined in this article.

Plat, Vacated – A subdivision, which is vacated through procedures described in this article, and is thereby made legally void.

Public right-of-way – The property dedicated to and accepted by the approving authority, for use by the public.

Recording – The act of filing a document with the Otero County Clerk, thereby rendering it an official record.

Replat – To re-subdivide all or part of a recorded subdivision, which does not require the vacation of an entire preceding plat.

Reserve strip – A strip of land running along a street, perpendicular across a street right-of-way, or at the end of a street right-of-way that is deeded permanently or temporarily to the city as a condition of a subdivision agreement. The reserve strip is used as a means to legally control development until such a time that the subdivision requirements are met or prohibit the development of lands not yet approved through the formal process. Subsequent lifting of the reserve strip shall result in the reversion to the developer.

Sewage disposal system, on-site – One (1) or more systems of treatment devices and disposal facilities that are used only for disposal of sewage produced on the site where the system is located.

Sewage facilities – The devices and systems which transport domestic wastewater from

residential or commercial property, treat the wastewater, and dispose of the treated water following the minimum state standards.

Street, arterial – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, collector – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, local – Refer to Street Functional Classifications as presented in the Alamogordo Comprehensive Plan and Transportation Plan

Street, public – The land dedicated to the use of the public and which has been accepted for maintenance and control by the city, county, or state.

Street centerline – The line midway between the width of the street or outside lane stripes.

Street, stub – A street that has been designed to allow for the future extension of the street through subsequent subdivisions (see reserve strip).

Subdivision – The division of land into two (2) or more parts by platting or by metes and bounds description into tracts.

Subdivision boundary – The area that is subject to city review for development and related matters.

Subdivision Development Plan (SDP) – A conceptual plan for development of large (>30 lots) and/or phased developments.

Technical Standards, City of Alamogordo – The current detailed standards identifying minimum requirements for the design and construction of subdivisions, utilities, streets, and improvements inside the public right of way.

Technical Review Committee – Representatives from multiple city departments that review development plans for the purpose of upholding the interests of public safety and for compliance with city standards and ordinances.

Warranty Financial Guarantee (WFG) – Payment made to city to ensure required work during the Warranty Period is performed.

Warranty period – One year timeframe after substantial completion of infrastructure improvements, during which time the improvements remain the developer's responsibility for repairs and maintenance.

Severability Clause.

The provisions of this ordinance are severable, and if any provisions of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the ordinance which can be given effect without the invalid provisions or applications.

Repeal Not to Affect Pending Matters.

Nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

DONE this __ day of _____, 2026.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico Municipal Corporation

By: _____
Sharon McDonald, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 7/14/2026

Report Date: 06/17/2026

Report No: 8.

Submitted By: Troy Orr

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

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Resolution 2026-21.

Background: The Airport Advisory Board, in conjunction with the Airport Manager, reviews the Rates & Fees Document every year to make recommended changes, typically based on the annual CPI as determined by the US Department of Labor and Statistics. The Airport Advisory Board has reviewed this year's document and has agreed to increase rates to leased land by 2.7%, and to increase the rates of commercial landing fees to \$0.40 per 1000 pounds per aircraft landing.

RESOLUTION NO. 2026-21

**REQUESTING APPROVAL OF THE FY 2027 RATES & FEES DOCUMENT AT THE
ALAMOGORDO-WHITE SANDS REGIONAL AIRPORT**

WHEREAS, Chapter 4 of the City of Alamogordo Code of Ordinances requires the City Commission to review and approve rates and fees at the Alamogordo-White Sands Regional Airport; and

WHEREAS, the Airport Advisory Board has reviewed the proposed Rates & Fees document as of April 2nd, 2026; and

WHEREAS, the annual CPI increase, as determined by the US Bureau of Labor and Statistics, warrants an increase to lease rates by 2.7%.

NOW, THEREFORE, BE IT RESOLVED: that the FY 2027 Rates & Fees document is hereby approved for utilization at the Alamogordo-White Sands 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

City Attorney

Alamogordo-White Sands Regional Airport

RATES AND FEES

FISCAL YEAR 2026

Approved Resolution 2026-21, 23 JUN 2026

Effective 1 July 2026

Type	Amount
Existing Building Lease	
One-time processing fee	\$ 250.00
Lease rate, sf/month	\$ 0.158
Lease rate, sf/year	\$ 1.896
Hangar Ground Lease	
One-time processing fee	\$ 250.00
Unimproved land, sf/month	\$ 0.158
Unimproved land, sf/year	\$ 1.896
Non-aeronautical Land or Facility Lease	
One-time processing fee	\$ 250.00
Approved on case-by-case basis, sf/month	\$ 0.317
Commercial Permit	
One-time processing fee	\$ 250.00
Commercial permit extension fee	\$ 10.00
Gross receipts, per dollar	\$ 0.02
Parking Apron rented by an FBO, sf/year	\$ 0.05
Parking apron rented by an SASO, sf/year	\$ 0.05
Fuel Flowage	
FBO Flowage Rate, per dollar wholesale	\$ 0.04
Non-FBO Flowage, per dollar wholesale	\$ 0.10
Commercial Landing Fees	
Aircraft (less than 12,000 lbs)	\$ 4.50
Aircraft (greater than 12,000 lbs), per 1000 lbs	\$ 0.40
Aircraft Parking, Monthly Rates	
Single engine aircraft	\$ 20.00
Light twin engine aircraft, under 12,000 lbs	\$ 25.00
Aircraft greater than 12,000 lbs	\$ 30.00
Aircraft Parking, Overnight Rates*	
Single engine aircraft, per night	\$ 3.00
Light twin engine aircraft, per night	\$ 5.00
Cabin-class multiple-engine aircraft (less than 12,000 lbs)	\$ 7.00
Cabin-class multiple-engine aircraft (greater than 12,000 lbs)	\$ 10.00
Key Card	
First-time issue	NO CHARGE
Replacement card	\$ 15.00

*Waved with purchase of fuel.



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, January 13, 2026**

USDL-26-0042

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2025

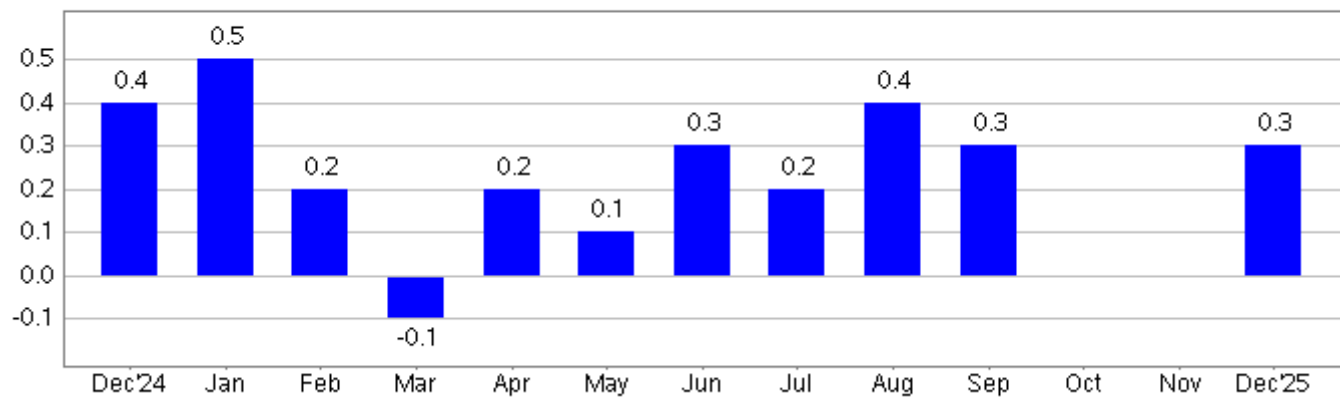
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent on a seasonally adjusted basis in December, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment.

The index for shelter rose 0.4 percent in December and was the largest factor in the all items monthly increase. The food index increased 0.7 percent over the month as did the food at home index and the food away from home index. The index for energy rose 0.3 percent in December.

The index for all items less food and energy rose 0.2 percent in December. Indexes that increased over the month include recreation, airline fares, medical care, apparel, personal care, and education. The indexes for communication, used cars and trucks, and household furnishings and operations were among the major indexes that decreased in December.

The all items index rose 2.7 percent for the 12 months ending December, the same increase as over the 12 months ending November. The all items less food and energy index rose 2.6 percent over the last 12 months. The energy index increased 2.3 percent for the 12 months ending December. The food index increased 3.1 percent over the last year.

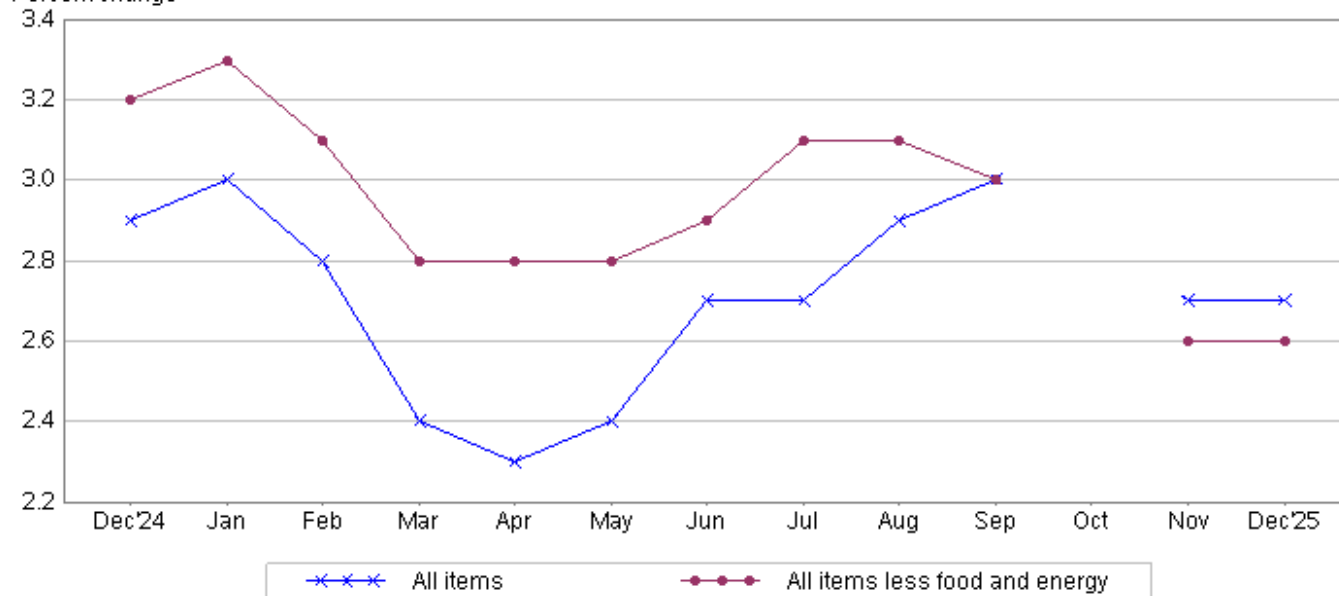
Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2024 - Dec. 2025
Percent change



NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2024 - Dec. 2025

Percent change



NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2025
	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	
All items.....	0.3	0.2	0.4	0.3	—	—	0.3	2.7
Food.....	0.3	0.0	0.5	0.2	—	—	0.7	3.1
Food at home.....	0.3	-0.1	0.6	0.3	—	—	0.7	2.4
Food away from home ¹	0.4	0.3	0.3	0.1	—	—	0.7	4.1
Energy.....	0.9	-1.1	0.7	1.5	—	—	0.3	2.3
Energy commodities.....	1.0	-1.9	1.7	3.8	—	—	-0.4	-3.0
Gasoline (all types).....	1.0	-2.2	1.9	4.1	-2.1	3.0	-0.5	-3.4
Fuel oil.....	1.3	1.8	-0.3	0.6	—	—	-1.5	7.4
Energy services.....	0.9	-0.3	-0.2	-0.7	—	—	1.0	7.7
Electricity.....	1.0	-0.1	0.2	-0.5	—	—	-0.1	6.7
Utility (piped) gas service.....	0.5	-0.9	-1.6	-1.2	—	—	4.4	10.8
All items less food and energy.....	0.2	0.3	0.3	0.2	—	—	0.2	2.6
Commodities less food and energy								
commodities.....	0.2	0.2	0.3	0.2	—	—	0.0	1.4
New vehicles.....	-0.3	0.0	0.3	0.2	0.1	0.2	0.0	0.3
Used cars and trucks.....	-0.7	0.5	1.0	-0.4	0.7	0.3	-1.1	1.6
Apparel.....	0.4	0.1	0.5	0.7	—	—	0.6	0.6
Medical care commodities ¹	0.1	0.1	-0.3	-0.1	—	—	0.3	1.5
Services less energy services.....	0.3	0.4	0.3	0.2	—	—	0.3	3.0
Shelter.....	0.2	0.2	0.4	0.2	—	—	0.4	3.2
Transportation services.....	0.2	0.8	1.0	0.3	—	—	0.5	1.5
Medical care services.....	0.6	0.8	-0.1	0.3	—	—	0.4	3.5

1 Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food rose 0.7 percent in December as did the index for food at home. Five of the six major grocery store food group indexes increased in December. The index for other food at home rose 1.6 percent over the month. The cereals and bakery products index increased 0.6 percent in December. The index for fruits and vegetables increased 0.5 percent and the index for nonalcoholic beverages increased 0.4 percent. The dairy and related products index rose 0.9 percent in December. In contrast, the index for meats, poultry, fish, and eggs decreased 0.2 percent in December, as the index for eggs fell 8.2 percent.

The food away from home index also rose 0.7 percent in December. The index for full service meals rose 0.8 percent over the month and the index for limited service meals increased 0.6 percent.

The index for food at home rose 2.4 percent over the 12 months ending in December. The meats, poultry, fish, and eggs index rose 3.9 percent over the last 12 months. The index for other food at home increased 2.7 percent over the same period and the index for nonalcoholic beverages rose 5.1 percent. The cereals and bakery products index increased 1.5 percent over the 12 months ending in December. The index for fruits and vegetables rose 0.5 percent over the year. In contrast, the dairy and related products index decreased 0.9 percent over the same period.

The food away from home index rose 4.1 percent over the last year. The index for full service meals rose 4.9 percent and the index for limited service meals rose 3.3 percent over the same period.

Energy

The index for energy increased 0.3 percent in December. The natural gas index increased 4.4 percent over the same period. The index for gasoline decreased 0.5 percent over the month. (Before seasonal adjustment, gasoline prices decreased 5.3 percent in December.) The electricity index declined 0.1 percent in December.

The index for energy increased 2.3 percent over the past 12 months. The electricity index increased 6.7 percent over the last 12 months and the natural gas index rose 10.8 percent. In contrast, the index for gasoline fell 3.4 percent over this 12-month span.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in December. The shelter index increased 0.4 percent over the month. The index for owners' equivalent rent rose 0.3 percent in December as did the index for rent. The lodging away from home index rose 2.9 percent over the month.

The index for recreation increased 1.2 percent over the month, the largest 1-month increase ever reported for that index, which was first published in 1993. The airline fares index rose 5.2 percent in December and the apparel index rose 0.6 percent. The index for personal care rose 0.4 percent over the month and the index for education increased 0.2 percent.

The medical care index increased 0.4 percent in December. The index for hospital services increased 1.0 percent over the month, while the index for physicians' services rose 0.3 percent. The prescription drugs index increased 0.1 percent in December.

The communication index declined 1.9 percent in December, and the used cars and trucks index fell 1.1 percent. The index for household furnishings and operations decreased 0.5 percent over the month, while the index for new vehicles was unchanged in December.

The index for all items less food and energy rose 2.6 percent over the past 12 months. The shelter index increased 3.2 percent over the last year. Other indexes with notable increases over the last year include medical care (+3.2 percent), household furnishings and operations (+4.0 percent), recreation (+3.0 percent), and personal care (+3.7 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 2.7 percent over the last 12 months to an index level of 324.054 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 2.6 percent over the last 12 months to an index level of 317.014 (1982-84=100). For the month, the index decreased 0.1 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.5 percent over the last 12 months. For the month, the index decreased 0.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for January 2026 is scheduled to be released on Wednesday, February 11, 2026, at 8:30 a.m. (ET).

Upcoming CPI publication changes

With the publication of January 2026 CPI data on February 11, 2026, several index titles will change.

The following CPI indexes will have **title changes**:

- **Care of invalids and elderly at home** will be changed to **home health care**
- **Technical and business school tuition and fees** will be changed to **technical and vocational school tuition and fixed fees**
- **Housing at school, excluding board** will be changed to **lodging while at school**

More information is available in the series title change table at: www.bls.gov/cpi/additional-resources/series-title-changes.htm

Following publication of December 2025 data in January 2026, the Consumer Price Index (CPI) compressed tape format files (download.bls.gov/pub/time.series/compressed/tape.format/) will be discontinued. Revised historical unadjusted and seasonally adjusted indexes are available in a similar format through BLS time series downloads for the following CPI surveys:

CU: Consumer Price Index, all urban consumers

CW: Consumer Price Index, all urban wage earners and clerical workers

AP: Average Price Data

SU: Chained Consumer Price Index, all urban consumers

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2025.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index

before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2025, BLS adjusted 63 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2025, revised seasonal factors and seasonally adjusted indexes for 2020 to 2024 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2024 will be applied to data for 2025 to produce the seasonally adjusted 2025 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2025, 34 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024	Nov. 2025	Dec. 2025	Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items.....	100.000	315.605	324.122	324.054	2.7	0.0	—	—	0.3
Food.....	13.657	333.566	341.721	343.795	3.1	0.6	—	—	0.7
Food at home.....	7.973	308.380	313.954	315.664	2.4	0.5	—	—	0.7
Cereals and bakery products.....	1.095	356.574	361.255	361.984	1.5	0.2	—	—	0.6
Meats, poultry, fish, and eggs.....	1.644	333.659	347.565	346.815	3.9	-0.2	—	—	-0.2
Dairy and related products ¹	0.709	271.358	266.491	268.951	-0.9	0.9	—	—	0.9
Fruits and vegetables.....	1.307	353.630	355.125	355.246	0.5	0.0	—	—	0.5
Nonalcoholic beverages and beverage materials.....	0.915	220.762	231.235	232.021	5.1	0.3	—	—	0.4
Other food at home.....	2.304	272.362	275.668	279.814	2.7	1.5	—	—	1.6
Food away from home ¹	5.684	374.644	387.202	389.889	4.1	0.7	—	—	0.7
Energy.....	6.315	267.963	279.588	274.131	2.3	-2.0	—	—	0.3
Energy commodities.....	3.105	277.772	283.746	269.403	-3.0	-5.1	—	—	-0.4
Fuel oil.....	0.079	341.794	373.093	367.209	7.4	-1.6	—	—	-1.5
Motor fuel.....	2.968	271.629	277.520	262.906	-3.2	-5.3	—	—	-0.4
Gasoline (all types).....	2.883	270.667	276.152	261.466	-3.4	-5.3	-2.1	3.0	-0.5
Energy services.....	3.210	269.388	287.021	290.037	7.7	1.1	—	—	1.0
Electricity.....	2.432	276.700	294.939	295.121	6.7	0.1	—	—	-0.1
Utility (pipel) gas service.....	0.777	242.224	257.731	268.415	10.8	4.1	—	—	4.4
All items less food and energy.....	80.028	322.007	330.425	330.506	2.6	0.0	—	—	0.2
Commodities less food and energy commodities.....	19.223	163.712	166.693	166.037	1.4	-0.4	—	—	0.0
Apparel.....	2.461	127.354	129.763	128.122	0.6	-1.3	—	—	0.6
New vehicles.....	4.302	177.552	178.575	178.034	0.3	-0.3	0.1	0.2	0.0
Used cars and trucks.....	2.406	180.317	186.367	183.265	1.6	-1.7	0.7	0.3	-1.1
Medical care commodities ¹	1.504	412.381	417.161	418.532	1.5	0.3	—	—	0.3
Alcoholic beverages ¹	0.831	291.832	298.310	298.085	2.1	-0.1	—	—	-0.1
Tobacco and smoking products ¹	0.502	1,585.901	1,696.091	1,693.007	6.8	-0.2	—	—	-0.2
Services less energy services.....	60.805	423.207	435.344	436.025	3.0	0.2	—	—	0.3
Shelter.....	35.514	407.242	418.593	420.134	3.2	0.4	—	—	0.4
Rent of primary residence.....	7.491	428.151	439.275	440.667	2.9	0.3	—	—	0.3
Owners' equivalent rent of residences ²	26.362	420.077	432.724	434.166	3.4	0.3	—	—	0.3
Medical care services.....	6.779	619.686	639.455	641.566	3.5	0.3	—	—	0.4
Physicians' services ¹	1.804	423.860	430.623	431.766	1.9	0.3	—	—	0.3
Hospital services ^{1, 3}	1.985	418.467	441.457	446.056	6.6	1.0	—	—	1.0
Transportation services.....	6.265	439.523	448.507	446.138	1.5	-0.5	—	—	0.5
Motor vehicle maintenance and repair ¹	1.059	417.312	445.325	439.752	5.4	-1.3	—	—	-1.3
Motor vehicle insurance.....	2.816	868.417	—	892.879	2.8	—	—	—	—
Airline fares.....	0.868	262.556	254.924	253.714	-3.4	-0.5	—	—	5.2

¹ Not seasonally adjusted.

² Indexes on a December 1982=100 base.

³ Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items.....	100.000	2.7	0.0	—	—	0.3
Food.....	13.657	3.1	0.6	—	—	0.7
Food at home.....	7.973	2.4	0.5	—	—	0.7
Cereals and bakery products.....	1.095	1.5	0.2	—	—	0.6
Cereals and cereal products.....	0.332	-0.4	-0.3	—	—	-0.3
Flour and prepared flour mixes.....	0.029	2.4	0.8	—	—	1.1
Breakfast cereal ¹	0.146	0.6	-1.0	—	—	-1.0
Rice, pasta, cornmeal.....	0.157	-1.7	0.0	—	—	0.1
Rice ^{1, 2, 3}	—	0.8	1.0	—	—	1.0
Bakery products ¹	0.763	2.3	0.4	—	—	0.4
Bread ^{1, 2}	0.140	2.2	1.1	—	—	1.1
White bread ^{1, 3}	—	2.1	2.0	—	—	2.0
Bread other than white ^{1, 3}	—	2.2	0.1	—	—	0.1
Fresh biscuits, rolls, muffins ²	0.134	3.6	1.4	—	—	2.0
Cakes, cupcakes, and cookies ¹	0.216	3.3	-0.7	—	—	-0.7
Cookies ^{1, 3}	—	3.7	-2.2	—	—	-2.2
Fresh cakes and cupcakes ^{1, 3}	—	2.3	0.4	—	—	0.4
Other bakery products.....	0.273	1.1	0.5	—	—	0.6
Fresh sweetrolls, coffeecakes, doughnuts ^{1, 3}	—	1.7	0.0	—	—	0.0
Crackers, bread, and cracker products ³	—	2.7	0.9	—	—	0.8
Frozen and refrigerated bakery products, pies, tarts, turnovers ³	—	-2.6	0.0	—	—	1.0
Meats, poultry, fish, and eggs.....	1.644	3.9	-0.2	—	—	-0.2
Meats, poultry, and fish.....	1.510	6.9	-0.1	—	—	0.5
Meats.....	0.979	9.2	-0.1	—	—	0.6
Beef and veal.....	0.502	16.4	0.4	—	—	1.0
Uncooked ground beef ¹	0.225	15.5	0.2	—	—	0.2
Uncooked beef roasts ²	0.066	17.5	-2.3	—	—	-1.6
Uncooked beef steaks ²	0.144	17.8	2.2	—	—	3.1
Uncooked other beef and veal ^{1, 2}	0.068	15.3	-0.2	—	—	-0.2
Pork.....	0.287	0.8	-1.4	—	—	0.3
Bacon, breakfast sausage, and related products ²	0.101	-0.2	-1.9	—	—	-0.8
Bacon and related products ³	—	0.7	-2.3	—	—	-1.0
Breakfast sausage and related products ^{2, 3}	—	-0.8	-0.9	—	—	-1.4
Ham.....	0.044	0.6	-2.5	—	—	1.8
Ham, excluding canned ³	—	0.5	-2.8	—	—	1.6
Pork chops ¹	0.047	1.2	5.0	—	—	5.0
Other pork including roasts, steaks, and ribs ²	0.095	1.9	-3.4	—	—	-1.6
Other meats.....	0.190	5.1	0.2	—	—	0.0
Frankfurters ³	—	6.6	2.3	—	—	2.6
Lunchmeats ^{1, 2, 3}	—	3.1	-0.7	—	—	-0.7
Poultry.....	0.284	1.4	0.3	—	—	0.8
Chicken ²	0.213	1.2	0.1	—	—	0.4
Fresh whole chicken ³	—	-1.2	-0.7	—	—	-0.2
Fresh and frozen chicken parts ³	—	2.0	0.2	—	—	0.3
Other uncooked poultry including turkey ²	0.071	2.2	0.7	—	—	2.2
Fish and seafood.....	0.248	4.4	-0.6	—	—	-0.2
Fresh fish and seafood ^{1, 2}	0.143	3.6	-1.2	—	—	-1.2
Processed fish and seafood ²	0.104	5.5	0.2	—	—	0.7
Shelf stable fish and seafood ³	—	3.4	1.4	—	—	0.8
Frozen fish and seafood ³	—	8.6	-0.9	—	—	0.3
Eggs.....	0.134	-20.9	-1.2	—	—	-8.2

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Dairy and related products ¹	0.709	-0.9	0.9	—	—	0.9
Milk ^{1, 2}	0.193	-1.0	0.1	—	—	0.1
Fresh whole milk ^{1, 3}	—	-1.0	0.5	—	—	0.5
Fresh milk other than whole ^{1, 2, 3}	—	-1.1	-0.2	—	—	-0.2
Cheese and related products ¹	0.241	-1.6	1.4	—	—	1.4
Ice cream and related products.....	0.127	0.8	1.7	—	—	2.2
Other dairy and related products ²	0.147	-1.1	0.6	—	—	0.9
Fruits and vegetables.....	1.307	0.5	0.0	—	—	0.5
Fresh fruits and vegetables.....	1.092	0.3	-0.2	—	—	0.4
Fresh fruits.....	0.555	0.7	-0.8	—	—	1.0
Apples.....	0.078	1.3	0.7	—	—	0.3
Bananas ¹	0.114	5.9	-1.6	—	—	-1.6
Citrus fruits ²	0.062	0.8	-0.6	—	—	5.5
Oranges, including tangerines ³	—	2.1	-2.5	—	—	5.3
Other fresh fruits ²	0.301	-1.2	-0.9	—	—	-1.1
Fresh vegetables.....	0.538	-0.2	0.3	—	—	-0.2
Potatoes.....	0.076	-3.4	1.1	—	—	0.8
Lettuce.....	0.073	7.3	1.1	—	—	1.7
Tomatoes.....	0.089	-3.0	-0.1	—	—	-0.6
Other fresh vegetables.....	0.299	-0.3	0.1	—	—	-0.3
Processed fruits and vegetables ²	0.214	1.5	1.3	—	—	0.6
Canned fruits and vegetables ²	0.086	1.6	1.1	—	—	0.1
Canned fruits ^{2, 3}	—	3.4	1.5	—	—	0.5
Canned vegetables ^{2, 3}	—	0.5	0.8	—	—	0.0
Frozen fruits and vegetables ²	0.064	0.0	2.3	—	—	2.4
Frozen vegetables ³	—	-1.6	2.5	—	—	2.8
Other processed fruits and vegetables including dried ²	0.065	2.9	0.7	—	—	-0.6
Dried beans, peas, and lentils ^{1, 2, 3}	—	2.1	0.7	—	—	0.7
Nonalcoholic beverages and beverage materials.....	0.915	5.1	0.3	—	—	0.4
Juices and nonalcoholic drinks ²	0.626	2.3	0.4	—	—	0.5
Carbonated drinks.....	0.341	3.0	0.3	—	—	0.7
Frozen noncarbonated juices and drinks ^{1, 2}	0.004	5.5	-0.3	—	—	-0.3
Nonfrozen noncarbonated juices and drinks ²	0.281	1.3	0.6	—	—	0.4
Beverage materials including coffee and tea ²	0.288	11.8	0.2	—	—	0.5
Coffee.....	0.154	19.8	1.2	—	—	1.9
Roasted coffee ³	—	18.7	1.3	—	—	1.5
Instant coffee ^{1, 3}	—	28.0	1.0	—	—	1.0
Other beverage materials including tea ^{1, 2}	0.134	3.8	-1.0	—	—	-1.0
Other food at home.....	2.304	2.7	1.5	—	—	1.6
Sugar and sweets.....	0.342	6.9	0.9	—	—	0.8
Sugar and sugar substitutes.....	0.027	0.6	0.0	—	—	0.4
Candy and chewing gum ²	0.246	10.0	0.7	—	—	0.5
Other sweets ²	0.070	-0.4	1.9	—	—	2.2
Fats and oils.....	0.241	0.8	1.8	—	—	1.8
Butter and margarine ²	0.052	-2.2	0.5	—	—	0.5
Butter ³	—	-3.4	0.1	—	—	0.2
Margarine ³	—	5.0	0.7	—	—	0.3
Salad dressing ^{1, 2}	0.066	5.6	3.0	—	—	3.0
Other fats and oils including peanut butter ²	0.123	-0.4	1.8	—	—	1.9
Peanut butter ^{1, 2, 3}	—	1.4	4.3	—	—	4.3
Other foods.....	1.721	2.2	1.6	—	—	1.8
Soups.....	0.103	2.3	1.8	—	—	1.8
Frozen and freeze dried prepared foods.....	0.270	0.3	1.1	—	—	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Snacks.....	0.361	2.2	0.4	—	—	1.1
Spices, seasonings, condiments, sauces.....	0.374	1.7	1.5	—	—	1.9
Salt and other seasonings and spices ^{2, 3}	—	2.1	0.3	—	—	1.0
Olives, pickles, relishes ^{2, 3}	—	2.2	0.4	—	—	0.9
Sauces and gravies ^{2, 3}	—	1.7	1.9	—	—	2.2
Other condiments ³	—	5.2	1.4	—	—	2.4
Baby food and formula ^{1, 2}	0.059	0.8	0.2	—	—	0.2
Other miscellaneous foods ²	0.554	3.6	2.7	—	—	2.9
Prepared salads ^{3, 4}	—	2.9	0.3	—	—	0.1
Food away from home ¹	5.684	4.1	0.7	—	—	0.7
Full service meals and snacks ^{1, 2}	2.465	4.9	0.8	—	—	0.8
Limited service meals and snacks ^{1, 2}	2.843	3.3	0.6	—	—	0.6
Food at employee sites and schools ^{1, 2}	0.073	3.8	0.3	—	—	0.3
Food at elementary and secondary schools ^{1, 3, 5}	—	1.2	0.1	—	—	0.1
Food from vending machines and mobile vendors ^{1, 2} ...	0.057	6.0	0.5	—	—	0.5
Other food away from home ^{1, 2}	0.246	5.0	0.2	—	—	0.2
Energy.....	6.315	2.3	-2.0	—	—	0.3
Energy commodities.....	3.105	-3.0	-5.1	—	—	-0.4
Fuel oil and other fuels.....	0.138	1.2	-0.5	—	—	0.6
Fuel oil.....	0.079	7.4	-1.6	—	—	-1.5
Propane, kerosene, and firewood ⁶	0.059	-5.9	0.9	—	—	0.0
Motor fuel.....	2.968	-3.2	-5.3	—	—	-0.4
Gasoline (all types).....	2.883	-3.4	-5.3	-2.1	3.0	-0.5
Gasoline, unleaded regular ³	—	-3.8	-5.5	-2.4	3.0	-0.5
Gasoline, unleaded midgrade ^{3, 7}	—	-2.2	-4.6	-1.4	2.6	-0.3
Gasoline, unleaded premium ³	—	-1.3	-4.3	-1.0	2.7	-0.1
Other motor fuels ^{1, 2}	0.084	3.5	-3.5	—	—	-3.5
Energy services.....	3.210	7.7	1.1	—	—	1.0
Electricity.....	2.432	6.7	0.1	—	—	-0.1
Utility (piped) gas service.....	0.777	10.8	4.1	—	—	4.4
All items less food and energy.....	80.028	2.6	0.0	—	—	0.2
Commodities less food and energy commodities.....	19.223	1.4	-0.4	—	—	0.0
Household furnishings and supplies ⁸	3.387	3.4	0.4	—	—	0.5
Window and floor coverings and other linens ²	0.238	2.7	0.8	—	—	0.6
Floor coverings ^{1, 2}	0.059	3.1	0.3	—	—	0.3
Window coverings ^{1, 2}	0.056	8.9	3.6	—	—	3.6
Other linens ²	0.124	-0.1	-0.2	—	—	-0.4
Furniture and bedding ¹	0.798	3.6	-0.4	—	—	-0.4
Bedroom furniture ¹	0.252	3.3	1.4	—	—	1.4
Living room, kitchen, and dining room furniture ^{1, 2} ...	0.391	4.0	-1.3	—	—	-1.3
Other furniture ²	0.145	2.9	-0.8	—	—	-0.9
Appliances ²	0.215	-1.7	-5.1	—	—	-4.3
Major appliances ²	0.068	1.9	-2.0	—	—	-2.2
Laundry equipment ^{1, 3}	—	-1.2	-4.1	—	—	-4.1
Other appliances ²	0.144	-3.5	-6.5	—	—	-5.2
Other household equipment and furnishings ²	0.490	5.2	2.6	—	—	3.0
Clocks, lamps, and decorator items ¹	0.283	3.9	2.2	—	—	2.2
Indoor plants and flowers ⁹	0.115	7.2	2.4	—	—	1.8
Dishes and flatware ^{1, 2}	0.035	1.0	5.8	—	—	5.8
Nonelectric cookware and tableware ²	0.057	10.4	3.5	—	—	3.5
Tools, hardware, outdoor equipment and supplies ^{1, 2} ...	0.849	5.4	1.3	—	—	1.3
Tools, hardware and supplies ²	0.246	5.2	0.1	—	—	0.0
Outdoor equipment and supplies ^{1, 2}	0.364	5.7	2.3	—	—	2.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Housekeeping supplies ¹	0.797	1.7	0.2	—	—	0.2
Household cleaning products ^{1, 2}	0.294	1.7	0.9	—	—	0.9
Household paper products ^{1, 2}	0.178	1.2	-1.6	—	—	-1.6
Miscellaneous household products ^{1, 2}	0.325	2.1	0.7	—	—	0.7
Apparel.....	2.461	0.6	-1.3	—	—	0.6
Men's and boys' apparel.....	0.646	-0.1	-1.5	—	—	0.1
Men's apparel.....	0.522	0.5	-1.5	—	—	0.4
Men's suits, sport coats, and outerwear.....	0.086	-1.8	-2.9	—	—	0.6
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.2	1.1	—	—	3.4
Men's shirts and sweaters ²	0.149	0.1	-2.4	—	—	-0.5
Men's pants and shorts.....	0.132	-0.2	-2.1	—	—	-1.0
Boys' apparel.....	0.124	-2.3	-1.5	—	—	-0.2
Women's and girls' apparel.....	0.954	-0.3	-1.6	—	—	1.0
Women's apparel.....	0.847	-0.7	-1.8	—	—	0.7
Women's outerwear.....	0.078	3.3	-2.6	—	—	-1.4
Women's dresses.....	0.131	-0.9	-7.8	—	—	-2.7
Women's suits and separates ²	0.342	-0.3	-1.3	—	—	1.2
Women's underwear, nightwear, swimwear, and accessories ²	0.286	-2.0	0.5	—	—	3.5
Girls' apparel.....	0.107	2.4	-0.2	—	—	3.0
Footwear.....	0.572	1.1	-0.7	—	—	1.1
Men's footwear.....	0.195	1.7	-0.3	—	—	1.7
Boys' and girls' footwear ¹	0.109	-1.9	-0.8	—	—	-0.8
Women's footwear.....	0.268	1.9	-0.9	—	—	0.5
Infants' and toddlers' apparel.....	0.102	3.9	1.0	—	—	2.3
Jewelry and watches ⁶	0.186	4.7	-1.5	—	—	-2.2
Watches ^{1, 6}	0.042	3.9	0.9	—	—	0.9
Jewelry ⁶	0.143	4.9	-2.2	—	—	-3.1
Transportation commodities less motor fuel ⁸	7.205	0.9	-0.7	—	—	-0.3
New vehicles.....	4.302	0.3	-0.3	0.1	0.2	0.0
New cars ³	—	0.5	-0.4	0.1	0.4	-0.1
New trucks ^{3, 10}	—	0.2	-0.3	0.1	0.2	0.0
Used cars and trucks.....	2.406	1.6	-1.7	0.7	0.3	-1.1
Motor vehicle parts and equipment ¹	0.362	3.5	1.0	—	—	1.0
Tires ¹	0.297	3.7	1.2	—	—	1.2
Vehicle accessories other than tires ^{1, 2}	0.065	2.3	-0.2	—	—	-0.2
Vehicle parts and equipment other than tires ^{1, 3} ...	—	3.4	-0.9	—	—	-0.9
Motor oil, coolant, and fluids ^{1, 3}	—	0.6	1.6	—	—	1.6
Medical care commodities ¹	1.504	1.5	0.3	—	—	0.3
Medicinal drugs ^{1, 8}	1.324	1.5	0.5	—	—	0.5
Prescription drugs ¹	0.917	2.0	0.1	—	—	0.1
Nonprescription drugs ⁸	0.407	0.5	1.4	—	—	1.8
Medical equipment and supplies ^{1, 8}	0.180	1.5	-1.2	—	—	-1.2
Recreation commodities ⁸	1.821	1.2	-0.1	—	—	0.1
Video and audio products ⁸	0.250	1.2	-0.8	—	—	-0.4
Televisions.....	0.083	-7.2	-1.5	—	—	-0.6
Other video equipment ²	0.028	-0.2	-3.0	—	—	-2.3
Audio equipment ¹	0.059	13.3	-1.1	—	—	-1.1
Recorded music and music subscriptions ^{1, 2}	0.075	3.2	1.1	—	—	1.1
Pets and pet products ¹	0.621	1.3	0.5	—	—	0.5
Pet food and treats ^{1, 2, 3}	—	1.2	0.2	—	—	0.2
Purchase of pets, pet supplies, accessories ^{1, 2, 3} ...	—	1.0	0.9	—	—	0.9
Sporting goods ¹	0.469	0.3	0.1	—	—	0.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Sports vehicles including bicycles ¹	0.235	0.9	0.5	—	—	0.5
Sports equipment ¹	0.218	-0.3	-0.4	—	—	-0.4
Photographic equipment and supplies.....	0.021	9.8	-0.8	—	—	1.2
Photographic equipment ^{1, 2, 3}	—	9.2	-1.3	—	—	-1.3
Recreational reading materials ¹	0.099	3.8	-0.4	—	—	-0.4
Newspapers and magazines ^{1, 2}	0.054	6.4	1.9	—	—	1.9
Recreational books ^{1, 2}	0.045	0.8	-3.1	—	—	-3.1
Other recreational goods ²	0.362	1.0	-0.5	—	—	-0.2
Toys.....	0.283	0.8	-0.9	—	—	-0.5
Toys, games, hobbies and playground equipment ^{2, 3}	—	1.3	-0.8	—	—	-0.9
Sewing machines, fabric and supplies ^{1, 2}	0.021	-2.7	1.8	—	—	1.8
Music instruments and accessories ^{1, 2}	0.044	4.2	0.7	—	—	0.7
Education and communication commodities ⁸	0.716	-3.8	-1.6	—	—	-2.0
Educational books and supplies ¹	0.041	0.8	-0.2	—	—	-0.2
College textbooks ^{1, 3, 11}	—	1.1	0.1	—	—	0.1
Information technology commodities ⁸	0.675	-4.1	-1.7	—	—	-2.2
Computers, peripherals, and smart home assistants ^{1, 4}	0.257	-0.6	-1.3	—	—	-1.3
Computer software and accessories ^{1, 2}	0.025	4.4	7.0	—	—	7.0
Telephone hardware, calculators, and other consumer information items ²	0.392	-6.8	-2.5	—	—	-3.3
Smartphones ^{1, 3, 12}	—	-9.8	-2.2	—	—	-2.2
Alcoholic beverages ¹	0.831	2.1	-0.1	—	—	-0.1
Alcoholic beverages at home.....	0.443	1.0	-0.5	—	—	0.0
Beer, ale, and other malt beverages at home ¹	0.152	1.3	-0.4	—	—	-0.4
Distilled spirits at home ¹	0.102	1.8	-0.7	—	—	-0.7
Whiskey at home ^{1, 3}	—	2.0	—	—	—	—
Distilled spirits, excluding whiskey, at home ^{1, 3}	—	2.5	-0.6	—	—	-0.6
Wine at home.....	0.188	0.3	-0.4	—	—	0.1
Alcoholic beverages away from home ¹	0.388	3.5	0.4	—	—	0.4
Beer, ale, and other malt beverages away from home ^{1, 2, 3}	—	2.6	0.2	—	—	0.2
Wine away from home ^{1, 2, 3}	—	2.5	0.0	—	—	0.0
Distilled spirits away from home ^{1, 2, 3}	—	3.8	0.2	—	—	0.2
Other goods ⁸	1.299	3.6	0.1	—	—	0.1
Tobacco and smoking products ¹	0.502	6.8	-0.2	—	—	-0.2
Cigarettes ^{1, 2}	0.380	8.5	0.4	—	—	0.4
Tobacco products other than cigarettes ^{1, 2}	0.116	1.2	-2.1	—	—	-2.1
Personal care products ¹	0.644	1.5	-0.3	—	—	-0.3
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.289	2.4	0.0	—	—	0.0
Cosmetics, perfume, bath, nail preparations and implements ¹	0.345	0.8	-0.5	—	—	-0.5
Miscellaneous personal goods ²	0.154	2.5	2.4	—	—	2.6
Stationery, stationery supplies, gift wrap ³	—	1.8	2.4	—	—	1.9
Services less energy services.....	60.805	3.0	0.2	—	—	0.3
Shelter.....	35.514	3.2	0.4	—	—	0.4
Rent of shelter ¹³	35.086	3.1	0.4	—	—	0.4
Rent of primary residence.....	7.491	2.9	0.3	—	—	0.3
Lodging away from home ²	1.233	-0.8	1.2	—	—	2.9
Housing at school, excluding board ¹³	0.244	3.2	0.1	—	—	0.2
Other lodging away from home including hotels and motels.....	0.989	-1.8	1.5	—	—	3.5
Owners' equivalent rent of residences ¹³	26.362	3.4	0.3	—	—	0.3

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Owners' equivalent rent of primary residence ¹³ ..	25.159	3.3	0.3	—	—	0.3
Tenants' and household insurance ^{1, 2}	0.428	8.2	1.0	—	—	1.0
Water and sewer and trash collection services ²	1.096	4.7	0.4	—	—	0.4
Water and sewerage maintenance ¹	0.749	4.6	0.4	—	—	0.4
Garbage and trash collection ^{1, 10}	0.347	4.8	0.4	—	—	0.4
Household operations ^{1, 2}	—	—	—	—	—	—
Domestic services ^{1, 2}	—	—	—	—	—	—
Gardening and lawncare services ^{1, 2}	—	—	—	—	—	—
Moving, storage, freight expense ²	0.121	-17.0	-15.4	—	—	-14.3
Repair of household items ^{1, 2}	—	—	—	—	—	—
Medical care services	6.779	3.5	0.3	—	—	0.4
Professional services	3.684	2.5	0.3	—	—	0.3
Physicians' services ¹	1.804	1.9	0.3	—	—	0.3
Dental services	0.949	3.8	0.5	—	—	0.7
Eyeglasses and eye care ^{1, 6}	0.337	3.1	-0.2	—	—	-0.2
Services by other medical professionals ^{1, 6}	—	—	—	—	—	—
Hospital and related services ¹	2.319	6.7	0.9	—	—	0.9
Hospital services ^{1, 14}	1.985	6.6	1.0	—	—	1.0
Inpatient hospital services ^{1, 3, 14}	—	—	—	—	—	—
Outpatient hospital services ^{1, 3, 6}	—	6.5	0.9	—	—	0.9
Nursing homes and adult day services ¹⁴	0.167	4.3	0.1	—	—	0.3
Care of invalids and elderly at home ^{1, 5}	0.167	10.7	0.0	—	—	0.0
Health insurance ^{1, 5}	0.776	-0.5	-1.1	—	—	-1.1
Transportation services	6.265	1.5	-0.5	—	—	0.5
Leased cars and trucks ^{1, 11}	0.378	—	-0.6	-0.1	-0.3	-0.6
Car and truck rental ²	0.127	-4.1	-4.3	—	—	-1.4
Motor vehicle maintenance and repair ¹	1.059	5.4	-1.3	—	—	-1.3
Motor vehicle body work ¹	—	—	—	—	—	—
Motor vehicle maintenance and servicing ¹	0.516	4.9	0.5	—	—	0.5
Motor vehicle repair ^{1, 2}	0.425	6.2	-3.7	—	—	-3.7
Motor vehicle insurance	2.816	2.8	—	—	—	—
Motor vehicle fees ^{1, 2}	0.492	1.3	-0.7	—	—	-0.7
State motor vehicle registration and license fees ^{1, 2}	0.283	1.8	-0.5	—	—	-0.5
Parking and other fees ^{1, 2}	0.196	0.6	-1.0	—	—	-1.0
Parking fees and tolls ^{2, 3}	—	3.7	0.0	—	—	0.0
Public transportation	1.392	-2.0	0.7	—	—	4.5
Airline fares	0.868	-3.4	-0.5	—	—	5.2
Other intercity transportation	0.207	-2.6	2.3	—	—	2.7
Ship fare ^{1, 2, 3}	—	-4.8	0.2	—	—	0.2
Intracity transportation ¹	0.313	2.5	2.7	—	—	2.7
Intracity mass transit ^{1, 3, 8}	—	0.9	-0.7	—	—	-0.7
Recreation services ⁸	3.425	4.0	1.9	—	—	1.8
Video and audio services ⁸	0.806	4.9	2.4	—	—	2.3
Cable, satellite, and live streaming television service ¹⁰	0.651	3.7	1.2	—	—	1.1
Purchase, subscription, and rental of video ^{1, 2}	0.155	10.0	7.6	—	—	7.6
Video discs and other media ^{1, 2, 3}	—	6.0	3.2	—	—	3.2
Subscription and rental of video and video games ^{1, 2, 3}	—	29.0	19.5	—	—	19.5
Pet services including veterinary ²	0.543	6.2	1.1	—	—	1.1
Pet services ^{2, 3}	—	5.0	0.2	—	—	0.7
Veterinarian services ^{1, 2, 3}	—	7.1	2.0	—	—	2.0
Photographers and photo processing ^{1, 2}	0.053	1.5	—	—	—	—

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2025 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
Other recreation services ²	2.022	3.1	1.9	—	—	1.7
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ²	0.795	0.4	0.5	—	—	0.1
Admissions ¹	0.733	5.7	3.6	—	—	3.6
Admission to movies, theaters, and concerts ^{1, 2, 3}	—	6.7	2.4	—	—	2.4
Admission to sporting events ^{1, 2, 3}	—	-7.3	—	—	—	—
Fees for lessons or instructions ^{1, 6}	0.167	2.9	—	—	—	—
Education and communication services ⁸	4.951	1.1	-1.0	—	—	-0.8
Tuition, other school fees, and childcare.....	2.548	2.9	-0.1	—	—	0.2
College tuition and fees.....	1.311	1.5	-0.2	—	—	0.0
Elementary and high school tuition and fees.....	0.393	4.1	0.0	—	—	0.4
Day care and preschool ^{1, 9}	0.739	4.8	0.0	—	—	0.0
Technical and business school tuition and fees ²	0.039	2.1	0.0	—	—	0.1
Postage and delivery services ²	0.056	4.8	0.1	—	—	0.6
Postage.....	0.053	4.6	0.0	3.3	0.3	0.5
Delivery services ²	0.002	9.7	2.2	—	—	2.4
Telephone services ^{1, 2}	1.406	-3.2	-2.8	—	—	-2.8
Wireless telephone services ^{1, 2}	1.238	-4.1	-3.3	0.0	1.1	-3.3
Residential telephone services ^{1, 8}	0.168	3.7	1.4	—	—	1.4
Internet services and electronic information providers ^{1, 2}	0.932	2.8	-0.7	—	—	-0.7
Other personal services ^{1, 8}	1.672	4.7	-0.2	—	—	-0.2
Personal care services ¹	0.668	4.8	0.7	—	—	0.7
Haircuts and other personal care services ^{1, 2}	0.668	4.8	0.7	—	—	0.7
Miscellaneous personal services ¹	1.004	4.6	-0.8	—	—	-0.8
Legal services ^{1, 6}	—	—	—	—	—	—
Funeral expenses ^{1, 6}	0.139	2.6	0.6	—	—	0.6
Laundry and dry cleaning services ^{1, 2}	0.167	4.6	0.3	—	—	0.3
Apparel services other than laundry and dry cleaning ^{1, 2}	0.028	7.0	0.5	—	—	0.5
Financial services ^{1, 6}	0.257	4.2	-3.5	—	—	-3.5
Checking account and other bank services ^{1, 2, 3}	—	0.4	0.3	—	—	0.3
Tax return preparation and other accounting fees ^{1, 2, 3}	—	—	-4.5	—	—	-4.5

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2007=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1986=100 base.

⁷ Indexes on a December 1993=100 base.

⁸ Indexes on a December 2009=100 base.

⁹ Indexes on a December 1990=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 2019=100 base.

¹³ Indexes on a December 1982=100 base.

¹⁴ Indexes on a December 1996=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2025

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Nov. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Dec. 2024	Nov. 2025	Dec. 2025	Dec. 2024- Dec. 2025	Nov. 2025- Dec. 2025	Sep. 2025- Oct. 2025	Oct. 2025- Nov. 2025	Nov. 2025- Dec. 2025
All items less food.....	86.343	312.824	321.391	321.005	2.6	-0.1	—	—	0.2
All items less shelter.....	64.486	283.218	290.721	290.038	2.4	-0.2	—	—	0.3
All items less food and shelter.....	50.830	270.960	278.288	277.005	2.2	-0.5	—	—	0.1
All items less food, shelter, and energy.....	44.515	274.762	281.568	280.865	2.2	-0.2	—	—	0.1
All items less food, shelter, energy, and used cars and trucks.....	42.109	280.106	286.905	286.420	2.3	-0.2	—	—	0.2
All items less medical care.....	91.717	303.357	311.511	311.347	2.6	-0.1	—	—	0.3
All items less energy.....	93.685	322.828	331.188	331.550	2.7	0.1	—	—	0.3
Commodities.....	35.985	220.949	225.557	224.618	1.7	-0.4	—	—	0.2
Commodities less food, energy, and used cars and trucks.....	16.817	161.927	164.527	164.179	1.4	-0.2	—	—	0.2
Commodities less food.....	22.328	174.413	177.669	175.819	0.8	-1.0	—	—	-0.1
Commodities less food and beverages.....	21.497	170.521	173.681	171.807	0.8	-1.1	—	—	-0.1
Services.....	64.015	409.105	421.567	422.416	3.3	0.2	—	—	0.3
Services less rent of shelter ¹	28.929	421.204	435.623	435.662	3.4	0.0	—	—	0.2
Services less medical care services.....	57.236	392.933	404.836	405.589	3.2	0.2	—	—	0.3
Durables.....	10.870	121.747	123.844	123.216	1.2	-0.5	—	—	-0.4
Nondurables.....	25.115	274.260	280.413	279.357	1.9	-0.4	—	—	0.8
Nondurables less food.....	11.458	225.262	229.777	226.218	0.4	-1.5	—	—	0.6
Nondurables less food and beverages.....	10.627	221.206	225.602	221.848	0.3	-1.7	—	—	0.6
Nondurables less food, beverages, and apparel.....	8.166	284.370	290.105	284.928	0.2	-1.8	—	—	0.6
Nondurables less food and apparel.....	8.998	283.528	289.299	284.593	0.4	-1.6	—	—	0.6
Housing.....	44.448	338.883	349.973	351.072	3.6	0.3	—	—	0.4
Education and communication ²	5.666	145.696	147.928	146.392	0.5	-1.0	—	—	-1.0
Education ²	2.589	305.662	314.643	314.408	2.9	-0.1	—	—	0.2
Communication ²	3.077	72.857	73.133	71.781	-1.5	-1.8	—	—	-1.9
Information and information processing ²	3.022	68.451	68.657	67.364	-1.6	-1.9	—	—	-2.0
Information technology, hardware and services ³	1.616	6.721	6.784	6.708	-0.2	-1.1	—	—	-1.3
Recreation ²	5.246	138.343	140.821	142.505	3.0	1.2	—	—	1.2
Video and audio ²	1.056	116.849	119.563	121.524	4.0	1.6	—	—	1.7
Pets, pet products and services ²	1.163	223.988	230.172	231.923	3.5	0.8	—	—	0.8
Photography ²	0.075	84.248	86.351	87.315	3.6	1.1	—	—	1.7
Food and beverages.....	14.488	330.812	338.857	340.780	3.0	0.6	—	—	0.7
Domestically produced farm food.....	6.697	319.443	323.321	325.422	1.9	0.6	—	—	0.6
Other services.....	10.047	419.092	429.789	430.349	2.7	0.1	—	—	0.2
Apparel less footwear.....	1.888	118.997	121.285	119.542	0.5	-1.4	—	—	0.4
Fuels and utilities.....	4.443	317.180	335.637	338.484	6.7	0.8	—	—	0.8
Household energy.....	3.347	264.502	281.272	284.047	7.4	1.0	—	—	1.0
Medical care.....	8.283	569.189	585.213	587.144	3.2	0.3	—	—	0.4
Transportation.....	16.437	267.606	272.615	268.630	0.4	-1.5	—	—	0.0
Private transportation.....	15.045	266.883	273.036	268.511	0.6	-1.7	—	—	-0.5
New and used motor vehicles ²	7.348	124.324	125.978	124.913	0.5	-0.8	—	—	-0.4
Utilities and public transportation.....	7.755	260.830	268.264	268.823	3.1	0.2	—	—	0.6
Household furnishings and operations.....	4.492	147.559	154.477	153.484	4.0	-0.6	—	—	-0.5
Other goods and services.....	2.971	564.600	588.935	588.451	4.2	-0.1	—	—	0.3
Personal care.....	2.469	283.952	294.713	294.531	3.7	-0.1	—	—	0.4

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2025

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Dec. 2025 from:			Percent change to Nov. 2025 from:		
		Dec. 2024	Oct. 2025	Nov. 2025	Nov. 2024	Sep. 2025	Oct. 2025
U.S. city average.....	M	2.7	—	0.0	2.7	-0.2	—
Region and area size²							
Northeast.....	M	3.3	—	0.2	3.1	0.0	—
Northeast - Size Class A.....	M	3.3	—	0.3	3.1	0.1	—
Northeast - Size Class B/C ³	M	3.2	—	0.1	3.0	-0.1	—
New England ⁴	M	2.5	—	-0.1	2.7	-0.4	—
Middle Atlantic ⁴	M	3.6	—	0.3	3.2	0.2	—
Midwest.....	M	2.7	—	-0.1	3.0	-0.3	—
Midwest - Size Class A.....	M	2.1	—	-0.4	2.6	-0.7	—
Midwest - Size Class B/C ³	M	3.0	—	0.0	3.2	0.0	—
East North Central ⁴	M	2.8	—	-0.1	3.1	-0.2	—
West North Central ⁴	M	2.4	—	-0.2	2.7	-0.3	—
South.....	M	2.2	—	0.0	2.2	-0.2	—
South - Size Class A.....	M	1.8	—	-0.1	1.8	-0.3	—
South - Size Class B/C ³	M	2.4	—	0.1	2.4	-0.2	—
South Atlantic ⁴	M	2.3	—	0.1	2.4	-0.1	—
East South Central ⁴	M	2.9	—	0.3	2.4	-0.2	—
West South Central ⁴	M	1.5	—	-0.3	1.7	-0.5	—
West.....	M	2.9	—	-0.2	3.0	-0.3	—
West - Size Class A.....	M	3.0	—	0.0	3.0	-0.2	—
West - Size Class B/C ³	M	2.8	—	-0.3	3.0	-0.4	—
Mountain ⁴	M	2.4	—	-0.3	2.6	-0.5	—
Pacific ⁴	M	3.1	—	-0.1	3.2	-0.2	—
Size classes							
Size Class A ⁵	M	2.6	—	0.0	2.6	-0.2	—
Size Class B/C ³	M	2.8	—	0.0	2.8	-0.2	—
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	2.2	—	-0.2	2.5	-0.9	—
Los Angeles-Long Beach-Anaheim, CA.....	M	3.0	—	-0.3	3.6	-0.1	—
New York-Newark-Jersey City, NY-NJ-PA.....	M	3.4	—	0.4	3.0	0.2	—
Atlanta-Sandy Springs-Roswell, GA.....	2	0.9	—	—	—	—	—
Baltimore-Columbia-Towson, MD ⁶	2	3.4	—	—	—	—	—
Detroit-Warren-Dearborn, MI.....	2	2.1	—	—	—	—	—
Houston-The Woodlands-Sugar Land, TX.....	2	1.6	—	—	—	—	—
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	2.6	—	—	—	—	—
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	3.9	—	—	—	—	—
Phoenix-Mesa-Scottsdale, AZ ⁷	2	2.2	—	—	—	—	—
San Francisco-Oakland-Hayward, CA.....	2	3.0	—	—	—	—	—
Seattle-Tacoma-Bellevue, WA.....	2	3.1	—	—	—	—	—
St. Louis, MO-IL.....	2	2.0	—	—	—	—	—
Urban Alaska.....	2	1.9	—	—	—	—	—
Boston-Cambridge-Newton, MA-NH.....	1	—	—	—	2.8	-0.4	—
Dallas-Fort Worth-Arlington, TX.....	1	—	—	—	1.1	-0.6	—
Denver-Aurora-Lakewood, CO.....	1	—	—	—	2.2	-0.6	—
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	—	—	—	2.5	-0.7	—
Riverside-San Bernardino-Ontario, CA ⁴	1	—	—	—	4.5	0.6	—
San Diego-Carlsbad, CA.....	1	—	—	—	4.0	0.1	—
Tampa-St. Petersburg-Clearwater, FL ⁸	1	—	—	—	3.0	-0.3	—
Urban Hawaii.....	1	—	—	—	2.4	0.3	—
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	—	—	—	2.4	-0.3	—

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2025
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
December 2020.....			1.5	1.4
December 2021.....			6.5	7.0
December 2022.....			6.4	6.5
January 2023.....	0.8	0.8	6.4	6.4
February 2023.....	0.5	0.6	6.0	6.0
March 2023.....	0.3	0.3	4.8	5.0
April 2023.....	0.5	0.5	4.7	4.9
May 2023.....	0.2	0.3	3.8	4.0
June 2023.....	0.3	0.3	2.9	3.0
July 2023.....	0.1	0.2	3.0	3.2
August 2023.....	0.4	0.4	3.5	3.7
September 2023.....	0.2	0.2	3.4	3.7
October 2023.....	0.0	0.0	2.9	3.2
November 2023.....	-0.3	-0.2	2.7	3.1
December 2023.....	-0.1	-0.1	2.9	3.4
January 2024.....	0.5	0.5	2.6	3.1
February 2024.....	0.6	0.6	2.8	3.2
March 2024.....	0.6	0.6	3.1	3.5
April 2024.....	0.4	0.4	3.0	3.4
May 2024.....	0.1	0.2	2.9	3.3
June 2024.....	0.0	0.0	2.6	3.0
July 2024.....	0.0	0.1	2.5	2.9
August 2024.....	0.0	0.1	2.2	2.5
September 2024.....	0.1	0.2	2.1	2.4
October 2024.....	0.1	0.1	2.3	2.6
November 2024.....	-0.1	-0.1	2.5	2.7
December 2024.....	0.0	0.0	2.6	2.9
January 2025.....	0.6	0.7	2.7	3.0
February 2025.....	0.4	0.4	2.6	2.8
March 2025.....	0.2	0.2	2.1	2.4
April 2025.....	0.3	0.3	2.1	2.3
May 2025.....	0.2	0.2	2.1	2.4
June 2025.....	0.3	0.3	2.4	2.7
July 2025.....	0.1	0.2	2.5	2.7
August 2025.....	0.3	0.3	2.8	2.9
September 2025.....	0.3	0.3	2.9	3.0
November 2025.....	—	—	2.6	2.7
December 2025.....	-0.1	0.0	2.5	2.7

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
All items.....	100.000	0.3	—	0.05	—	—
Food.....	13.657	0.7	0.097	0.07	L-Oct.2022	0.7
Food at home.....	7.973	0.7	0.058	0.12	L-Aug.2022	0.9
Cereals and bakery products.....	1.095	0.6	0.007	0.30	S-Aug.2025	0.1
Cereals and cereal products.....	0.332	-0.3	-0.001	0.50	S-Jul.2025	-0.9
Flour and prepared flour mixes.....	0.029	1.1	0.000	0.75	L-May 2025	1.1
Breakfast cereal ⁴	0.146	-1.0	-0.001	0.93	S-Apr.2025	-2.5
Rice, pasta, cornmeal.....	0.157	0.1	0.000	0.63	S-Jul.2025	-0.6
Rice ^{4, 5, 6}	—	1.0	—	0.73	L-Aug.2025	1.5
Bakery products ⁴	0.763	0.4	0.003	0.38	S-Aug.2025	0.0
Bread ^{4, 5}	0.140	1.1	0.002	0.61	L-Apr.2025	1.6
White bread ^{4, 6}	—	2.0	—	0.64	L-Aug.2022	2.6
Bread other than white ^{4, 6}	—	0.1	—	1.08	S-Aug.2025	-0.9
Fresh biscuits, rolls, muffins ⁵	0.134	2.0	0.003	1.02	L-Oct.2024	2.9
Cakes, cupcakes, and cookies ⁴	0.216	-0.7	-0.002	0.59	S-Oct.2024	-0.9
Cookies ^{4, 6}	—	-2.2	—	0.80	S-Feb.2025	-2.4
Fresh cakes and cupcakes ^{4, 6}	—	0.4	—	0.69	S-Aug.2025	-0.1
Other bakery products.....	0.273	0.6	0.002	0.64	S-Aug.2025	0.4
Fresh sweetrolls, coffeecakes, doughnuts ^{4, 6}	—	0.0	—	0.84	S-Aug.2025	-2.3
Crackers, bread, and cracker products ⁶	—	0.8	—	1.02	S-Jul.2025	-1.2
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁶	—	1.0	—	1.14	L-Jun.2025	1.8
Meats, poultry, fish, and eggs.....	1.644	-0.2	-0.003	0.24	S-May 2025	-0.4
Meats, poultry, and fish.....	1.510	0.5	0.008	0.25	S-May 2025	-0.1
Meats.....	0.979	0.6	0.006	0.31	S-May 2025	-0.1
Beef and veal.....	0.502	1.0	0.005	0.46	S-May 2025	-0.1
Uncooked ground beef ⁴	0.225	0.2	0.001	0.69	S-Apr.2025	0.0
Uncooked beef roasts ⁵	0.066	-1.6	-0.001	1.10	S-May 2025	-1.8
Uncooked beef steaks ⁵	0.144	3.1	0.004	0.81	L-Aug.2025	4.1
Uncooked other beef and veal ^{4, 5}	0.068	-0.2	0.000	0.88	S-Mar.2025	-0.7
Pork.....	0.287	0.3	0.001	0.55	S-Aug.2025	0.2
Bacon, breakfast sausage, and related products ⁵	0.101	-0.8	-0.001	0.89	L-Aug.2025	1.2
Bacon and related products ⁶	—	-1.0	—	1.07	S-Apr.2025	-1.0
Breakfast sausage and related products ^{5, 6}	—	-1.4	—	1.18	L-Aug.2025	2.5
Ham.....	0.044	1.8	0.001	1.06	L-Jul.2025	3.7
Ham, excluding canned ⁶	—	1.6	—	1.11	L-Jul.2025	3.9
Pork chops ⁴	0.047	5.0	0.002	1.29	L-Oct.2021	5.0
Other pork including roasts, steaks, and ribs ⁵	0.095	-1.6	-0.001	1.20	S-Apr.2025	-2.5
Other meats.....	0.190	0.0	0.000	0.58	S-May 2025	-0.4
Frankfurters ⁶	—	2.6	—	1.36	L-Jun.2025	9.0
Lunchmeats ^{4, 5, 6}	—	-0.7	—	0.76	S-Jun.2025	-2.1
Poultry.....	0.284	0.8	0.002	0.50	L-Mar.2025	0.9
Chicken ⁵	0.213	0.4	0.001	0.53	L-Jun.2025	1.1
Fresh whole chicken ⁶	—	-0.2	—	0.99	S-Aug.2025	-0.5
Fresh and frozen chicken parts ⁶	—	0.3	—	0.69	L-Aug.2025	0.3
Other uncooked poultry including turkey ⁵	0.071	2.2	0.002	1.20	L-Jul.2023	2.3
Fish and seafood.....	0.248	-0.2	0.000	0.60	L-Aug.2025	0.6
Fresh fish and seafood ^{4, 5}	0.143	-1.2	-0.002	0.83	S-Jul.2024	-2.4
Processed fish and seafood ⁵	0.104	0.7	0.001	0.96	L-Aug.2025	0.8
Shelf stable fish and seafood ⁶	—	0.8	—	1.43	L-Jun.2025	1.3
Frozen fish and seafood ⁶	—	0.3	—	1.19	L-Aug.2025	1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change	Seasonally adjusted effect on All Items	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
		Nov. 2025- Dec. 2025	Nov. 2025- Dec. 2025 ¹		Date	Percent change
Eggs.....	0.134	-8.2	-0.011	1.00	S-Apr.2025	-12.7
Dairy and related products ⁴	0.709	0.9	0.007	0.29	L-Mar.2025	1.0
Milk ^{4, 5}	0.193	0.1	0.000	0.39	L-Jul.2025	1.9
Fresh whole milk ^{4, 6}	—	0.5	—	0.49	L-Jul.2025	2.5
Fresh milk other than whole ^{4, 5, 6}	—	-0.2	—	0.55	L-Jul.2025	1.5
Cheese and related products ⁴	0.241	1.4	0.003	0.69	L-Mar.2025	1.9
Ice cream and related products.....	0.127	2.2	0.003	1.04	L-May 2025	2.4
Other dairy and related products ⁵	0.147	0.9	0.001	0.54	L-Jul.2025	1.3
Fruits and vegetables.....	1.307	0.5	0.006	0.32	L-Aug.2025	1.6
Fresh fruits and vegetables.....	1.092	0.4	0.005	0.41	L-Aug.2025	2.0
Fresh fruits.....	0.555	1.0	0.006	0.58	L-Aug.2025	1.0
Apples.....	0.078	0.3	0.000	0.95	L-Aug.2025	3.5
Bananas ⁴	0.114	-1.6	-0.002	0.65	S-Jul.2024	-1.7
Citrus fruits ⁵	0.062	5.5	0.003	0.88	L-Feb.2022	5.5
Oranges, including tangerines ⁶	—	5.3	—	1.44	L-Dec.2021	8.7
Other fresh fruits ⁵	0.301	-1.1	-0.003	1.11	S-Jul.2025	-2.6
Fresh vegetables.....	0.538	-0.2	-0.001	0.58	S-Mar.2025	-1.0
Potatoes.....	0.076	0.8	0.001	0.97	S-Jul.2025	-2.3
Lettuce.....	0.073	1.7	0.001	1.17	L-Aug.2025	3.5
Tomatoes.....	0.089	-0.6	0.000	1.22	S-Jun.2025	-1.5
Other fresh vegetables.....	0.299	-0.3	-0.001	0.79	L-Aug.2025	2.9
Processed fruits and vegetables ⁵	0.214	0.6	0.001	0.47	S-Aug.2025	-0.5
Canned fruits and vegetables ⁵	0.086	0.1	0.000	0.60	S-Jul.2025	0.0
Canned fruits ^{5, 6}	—	0.5	—	0.94	L-Aug.2025	0.5
Canned vegetables ^{5, 6}	—	0.0	—	0.90	S-Jul.2025	-0.3
Frozen fruits and vegetables ⁵	0.064	2.4	0.002	0.89	L-Feb.2023	4.2
Frozen vegetables ⁶	—	2.8	—	1.08	L-Feb.2023	4.2
Other processed fruits and vegetables including dried ⁵	0.065	-0.6	0.000	0.66	S-Aug.2025	-1.8
Dried beans, peas, and lentils ^{4, 5, 6}	—	0.7	—	0.76	L-Jul.2025	0.7
Nonalcoholic beverages and beverage materials.....	0.915	0.4	0.004	0.40	S-Jul.2025	-0.5
Juices and nonalcoholic drinks ⁵	0.626	0.5	0.003	0.48	S-Aug.2025	-0.3
Carbonated drinks.....	0.341	0.7	0.002	0.93	S-Aug.2025	-0.3
Frozen noncarbonated juices and drinks ^{4, 5}	0.004	-0.3	0.000	0.81	S-May 2025	-4.6
Nonfrozen noncarbonated juices and drinks ⁵	0.281	0.4	0.001	0.49	S-Aug.2025	-0.7
Beverage materials including coffee and tea ⁵	0.288	0.5	0.002	0.68	L-Aug.2025	2.8
Coffee.....	0.154	1.9	0.003	0.97	L-Aug.2025	3.6
Roasted coffee ⁶	—	1.5	—	1.25	L-Aug.2025	4.1
Instant coffee ^{4, 6}	—	1.0	—	1.07	L-Aug.2025	4.9
Other beverage materials including tea ^{4, 5}	0.134	-1.0	-0.001	1.06	L-Aug.2025	1.5
Other food at home.....	2.304	1.6	0.038	0.24	L-Jul.2022	1.9
Sugar and sweets.....	0.342	0.8	0.003	0.44	L-Jun.2025	0.9
Sugar and sugar substitutes.....	0.027	0.4	0.000	0.62	L-Aug.2025	0.6
Candy and chewing gum ⁵	0.246	0.5	0.001	0.60	—	—
Other sweets ⁵	0.070	2.2	0.002	0.82	L-Nov.2021	3.6
Fats and oils.....	0.241	1.8	0.004	0.53	L-Aug.2022	1.8
Butter and margarine ⁵	0.052	0.5	0.000	0.99	L-Feb.2025	0.8
Butter ⁶	—	0.2	—	1.11	L-Aug.2025	1.3
Margarine ⁶	—	0.3	—	1.56	L-Apr.2025	1.2
Salad dressing ^{4, 5}	0.066	3.0	0.002	1.52	L-Sep.2024	3.3
Other fats and oils including peanut butter ⁵	0.123	1.9	0.002	0.68	L-May 2025	2.2
Peanut butter ^{4, 5, 6}	—	4.3	—	0.76	L-Jan.2012	6.9
Other foods.....	1.721	1.8	0.031	0.30	L-Jul.2022	1.8

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Soups.....	0.103	1.8	0.002	0.97	L-Aug.2025	1.8
Frozen and freeze dried prepared foods.....	0.270	0.8	0.002	0.69	S-Aug.2025	-1.2
Snacks.....	0.361	1.1	0.004	0.78	S-Aug.2025	1.0
Spices, seasonings, condiments, sauces.....	0.374	1.9	0.007	0.50	L-Jul.2022	2.2
Salt and other seasonings and spices ^{5, 6}	—	1.0	—	0.91	—	—
Olives, pickles, relishes ^{5, 6}	—	0.9	—	0.90	L-Jun.2025	4.9
Sauces and gravies ^{5, 6}	—	2.2	—	0.70	L-Jul.2022	3.2
Other condiments ⁶	—	2.4	—	1.10	L-Apr.2025	8.0
Baby food and formula ^{4, 5}	0.059	0.2	0.000	0.57	S-Aug.2025	-0.9
Other miscellaneous foods ⁵	0.554	2.9	0.016	0.54	L-EVER	—
Prepared salads ^{6, 7}	—	0.1	—	0.98	L-Aug.2025	1.7
Food away from home ⁴	5.684	0.7	0.039	0.06	L-Oct.2022	0.9
Full service meals and snacks ^{4, 5}	2.465	0.8	0.020	0.07	L-Oct.2022	1.1
Limited service meals and snacks ^{4, 5}	2.843	0.6	0.018	0.09	L-Jan.2024	0.6
Food at employee sites and schools ^{4, 5}	0.073	0.3	0.000	0.29	L-Jul.2025	0.8
Food at elementary and secondary schools ^{4, 6, 8}	—	0.1	—	0.10	—	—
Food from vending machines and mobile vendors ^{4, 5}	0.057	0.5	0.000	0.25	S-Aug.2025	0.1
Other food away from home ^{4, 5}	0.246	0.2	0.000	0.10	S-Jul.2025	0.0
Energy.....	6.315	0.3	0.019	0.15	S-Jul.2025	-1.1
Energy commodities.....	3.105	-0.4	-0.012	0.18	S-Jul.2025	-1.9
Fuel oil and other fuels.....	0.138	0.6	0.001	0.34	L-Jul.2025	1.0
Fuel oil.....	0.079	-1.5	-0.001	0.47	S-Mar.2025	-4.2
Propane, kerosene, and firewood ⁹	0.059	0.0	0.000	0.42	L-Jun.2025	1.1
Motor fuel.....	2.968	-0.4	-0.013	0.19	S-Jul.2025	-2.0
Gasoline (all types).....	2.883	-0.5	-0.013	0.19	S-Oct.2025	-2.1
Gasoline, unleaded regular ⁶	—	-0.5	—	0.46	S-Oct.2025	-2.4
Gasoline, unleaded midgrade ^{6, 10}	—	-0.3	—	0.43	S-Oct.2025	-1.4
Gasoline, unleaded premium ⁶	—	-0.1	—	0.50	S-Oct.2025	-1.0
Other motor fuels ^{4, 5}	0.084	-3.5	-0.003	0.28	S-Jan.2024	-3.9
Energy services.....	3.210	1.0	0.032	0.26	L-Apr.2025	1.5
Electricity.....	2.432	-0.1	-0.002	0.30	L-Aug.2025	0.2
Utility (piped) gas service.....	0.777	4.4	0.033	0.44	L-Jan.2023	6.9
All items less food and energy.....	80.028	0.2	0.191	0.05	—	—
Commodities less food and energy commodities.....	19.223	0.0	0.000	0.09	S-May 2025	0.0
Household furnishings and supplies ¹¹	3.387	0.5	0.019	0.21	L-Jul.2025	0.7
Window and floor coverings and other linens ⁵	0.238	0.6	0.001	0.90	L-Jul.2025	1.2
Floor coverings ^{4, 5}	0.059	0.3	0.000	0.74	S-Aug.2025	-1.2
Window coverings ^{4, 5}	0.056	3.6	0.002	1.68	L-Aug.2024	4.3
Other linens ⁵	0.124	-0.4	0.000	1.18	L-Jul.2025	1.4
Furniture and bedding ⁴	0.798	-0.4	-0.003	0.41	S-May 2025	-0.8
Bedroom furniture ⁴	0.252	1.4	0.003	0.62	L-Jul.2025	1.5
Living room, kitchen, and dining room furniture ^{4, 5}	0.391	-1.3	-0.005	0.60	S-Jul.2024	-1.3
Other furniture ⁵	0.145	-0.9	-0.001	0.94	S-Apr.2025	-0.9
Appliances ⁵	0.215	-4.3	-0.009	0.68	S-EVER	—
Major appliances ⁵	0.068	-2.2	-0.002	1.04	S-Jul.2025	-2.2
Laundry equipment ^{4, 6}	—	-4.1	—	0.76	S-Oct.2023	-5.0
Other appliances ⁵	0.144	-5.2	-0.008	0.87	S-EVER	—
Other household equipment and furnishings ⁵	0.490	3.0	0.015	0.53	L-Oct.2004	4.5
Clocks, lamps, and decorator items ⁴	0.283	2.2	0.006	0.60	L-Jan.2025	2.2
Indoor plants and flowers ¹²	0.115	1.8	0.002	0.89	L-Aug.2025	2.8
Dishes and flatware ^{4, 5}	0.035	5.8	0.002	1.59	L-Jun.2019	6.1
Nonelectric cookware and tableware ⁵	0.057	3.5	0.002	1.38	L-Jun.2025	3.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change	Seasonally adjusted effect on All Items	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
		Nov. 2025- Dec. 2025	Nov. 2025- Dec. 2025 ¹		Date	Percent change
Tools, hardware, outdoor equipment and supplies ^{4, 5} ...	0.849	1.3	0.011	0.38	L-Jul.2025	1.6
Tools, hardware and supplies ⁵	0.246	0.0	0.000	0.59	L-Aug.2025	0.4
Outdoor equipment and supplies ^{4, 5}	0.364	2.3	0.009	0.53	L-Feb.2023	4.0
Housekeeping supplies ⁴	0.797	0.2	0.002	0.26	S-Jul.2025	0.0
Household cleaning products ^{4, 5}	0.294	0.9	0.003	0.42	L-Aug.2024	1.8
Household paper products ^{4, 5}	0.178	-1.6	-0.003	0.34	S-Sep.2020	-3.6
Miscellaneous household products ^{4, 5}	0.325	0.7	0.002	0.39	S-Aug.2025	0.0
Apparel.....	2.461	0.6	0.015	0.34	S-Aug.2025	0.5
Men's and boys' apparel.....	0.646	0.1	0.001	0.50	S-Jul.2025	-1.3
Men's apparel.....	0.522	0.4	0.002	0.61	S-Jul.2025	-1.6
Men's suits, sport coats, and outerwear.....	0.086	0.6	0.001	1.98	L-Feb.2025	5.5
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.4	0.005	0.78	L-Jan.2017	4.0
Men's shirts and sweaters ⁵	0.149	-0.5	-0.001	1.04	S-Jul.2025	-2.6
Men's pants and shorts.....	0.132	-1.0	-0.001	1.12	S-Jul.2025	-2.0
Boys' apparel.....	0.124	-0.2	0.000	0.96	S-Aug.2025	-1.9
Women's and girls' apparel.....	0.954	1.0	0.010	0.61	L-Apr.2024	1.2
Women's apparel.....	0.847	0.7	0.006	0.66	L-Jun.2025	0.7
Women's outerwear.....	0.078	-1.4	-0.001	2.56	S-Jun.2025	-3.3
Women's dresses.....	0.131	-2.7	-0.004	1.89	L-Aug.2025	1.7
Women's suits and separates ⁵	0.342	1.2	0.004	0.86	L-Apr.2025	1.2
Women's underwear, nightwear, swimwear, and accessories ⁵	0.286	3.5	0.010	0.89	L-Mar.2019	3.5
Girls' apparel.....	0.107	3.0	0.003	1.29	L-Feb.2025	3.6
Footwear.....	0.572	1.1	0.006	0.48	L-Jul.2025	1.4
Men's footwear.....	0.195	1.7	0.003	0.82	L-Jun.2025	2.6
Boys' and girls' footwear ⁴	0.109	-0.8	-0.001	0.86	S-Jun.2025	-1.7
Women's footwear.....	0.268	0.5	0.001	0.74	S-Aug.2025	0.2
Infants' and toddlers' apparel.....	0.102	2.3	0.002	0.97	L-Jul.2025	3.3
Jewelry and watches ⁹	0.186	-2.2	-0.004	1.56	S-Jan.2025	-3.9
Watches ^{4, 9}	0.042	0.9	0.000	1.47	S-Jul.2025	-0.8
Jewelry ⁹	0.143	-3.1	-0.005	2.00	S-Jan.2025	-4.2
Transportation commodities less motor fuel ¹¹	7.205	-0.3	-0.024	0.03	S-Jun.2025	-0.4
New vehicles.....	4.302	0.0	0.001	0.01	S-Jul.2025	0.0
New cars ⁶	—	-0.1	—	0.06	S-Jun.2025	-0.4
New trucks ^{6, 13}	—	0.0	—	0.03	S-Jul.2025	0.0
Used cars and trucks.....	2.406	-1.1	-0.027	0.03	S-Jul.2024	-1.4
Motor vehicle parts and equipment ⁴	0.362	1.0	0.003	0.36	L-Aug.2022	1.1
Tires ⁴	0.297	1.2	0.004	0.40	L-Dec.2023	1.2
Vehicle accessories other than tires ^{4, 5}	0.065	-0.2	0.000	0.62	—	—
Vehicle parts and equipment other than tires ^{4, 6} ...	—	-0.9	—	0.78	S-Mar.2025	-2.6
Motor oil, coolant, and fluids ^{4, 6}	—	1.6	—	0.63	L-May 2025	1.7
Medical care commodities ⁴	1.504	0.3	0.005	0.28	L-May 2025	0.6
Medicinal drugs ^{4, 11}	1.324	0.5	0.007	0.30	L-May 2025	0.5
Prescription drugs ⁴	0.917	0.1	0.001	0.26	S-Aug.2025	-0.2
Nonprescription drugs ¹¹	0.407	1.8	0.007	0.63	L-EVER	—
Medical equipment and supplies ^{4, 11}	0.180	-1.2	-0.002	0.53	S-Jan.2024	-1.4
Recreation commodities ¹¹	1.821	0.1	0.002	0.24	S-Aug.2025	0.0
Video and audio products ¹¹	0.250	-0.4	-0.001	0.36	S-Feb.2025	-0.6
Televisions.....	0.083	-0.6	-0.001	0.61	L-Aug.2025	2.5
Other video equipment ⁵	0.028	-2.3	-0.001	1.17	S-Aug.2025	-2.5
Audio equipment ⁴	0.059	-1.1	-0.001	0.87	S-Mar.2025	-1.2
Recorded music and music subscriptions ^{4, 5}	0.075	1.1	0.001	0.66	L-Mar.2025	1.7

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025-Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025-Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Pets and pet products ⁴	0.621	0.5	0.003	0.34	L-Jul.2025	0.5
Pet food and treats ^{4, 5, 6}	—	0.2	—	0.37	L-Jul.2025	0.5
Purchase of pets, pet supplies, accessories ^{4, 5, 6}	—	0.9	—	0.75	S-Aug.2025	-0.6
Sporting goods ⁴	0.469	0.1	0.000	0.50	S-Aug.2025	0.1
Sports vehicles including bicycles ⁴	0.235	0.5	0.001	0.74	S-May 2025	0.5
Sports equipment ⁴	0.218	-0.4	-0.001	0.52	S-Aug.2025	-0.6
Photographic equipment and supplies.....	0.021	1.2	0.000	0.68	L-Jul.2025	1.2
Photographic equipment ^{4, 5, 6}	—	-1.3	—	1.03	S-Dec.2024	-2.8
Recreational reading materials ⁴	0.099	-0.4	0.000	1.41	—	—
Newspapers and magazines ^{4, 5}	0.054	1.9	0.001	1.46	L-May 2025	5.2
Recreational books ^{4, 5}	0.045	-3.1	-0.001	2.14	S-May 2025	-4.1
Other recreational goods ⁵	0.362	-0.2	-0.001	0.53	S-Mar.2025	-0.7
Toys.....	0.283	-0.5	-0.001	0.65	S-Aug.2025	-0.8
Toys, games, hobbies and playground equipment ^{5, 6}	—	-0.9	—	0.90	S-Aug.2025	-1.1
Sewing machines, fabric and supplies ^{4, 5}	0.021	1.8	0.000	1.12	L-Aug.2025	9.1
Music instruments and accessories ^{4, 5}	0.044	0.7	0.000	0.71	S-Jul.2025	0.0
Education and communication commodities ¹¹	0.716	-2.0	-0.015	0.64	S-Nov.2023	-2.3
Educational books and supplies ⁴	0.041	-0.2	0.000	0.88	L-Jul.2025	0.1
College textbooks ^{4, 6, 14}	—	0.1	—	1.17	L-Jul.2025	0.4
Information technology commodities ¹¹	0.675	-2.2	-0.015	0.70	S-Nov.2023	-2.4
Computers, peripherals, and smart home assistants ^{4, 7}	0.257	-1.3	-0.003	0.83	S-Nov.2024	-1.7
Computer software and accessories ^{4, 5}	0.025	7.0	0.002	1.62	L-EVER	—
Telephone hardware, calculators, and other consumer information items ⁵	0.392	-3.3	-0.013	0.88	S-Nov.2023	-3.3
Smartphones ^{4, 6, 15}	—	-2.2	—	0.93	—	—
Alcoholic beverages ⁴	0.831	-0.1	-0.001	0.14	S-May 2025	-0.1
Alcoholic beverages at home.....	0.443	0.0	0.000	0.18	—	—
Beer, ale, and other malt beverages at home ⁴	0.152	-0.4	-0.001	0.24	S-May 2025	-0.4
Distilled spirits at home ⁴	0.102	-0.7	-0.001	0.36	S-Apr.2024	-1.0
Whiskey at home ^{4, 6}	—	—	—	0.66	—	—
Distilled spirits, excluding whiskey, at home ^{4, 6}	—	-0.6	—	0.50	S-May 2025	-0.9
Wine at home.....	0.188	0.1	0.000	0.29	L-Aug.2025	0.2
Alcoholic beverages away from home ⁴	0.388	0.4	0.001	0.20	L-Aug.2025	0.6
Beer, ale, and other malt beverages away from home ^{4, 5, 6}	—	0.2	—	0.21	S-Jun.2025	0.2
Wine away from home ^{4, 5, 6}	—	0.0	—	0.20	S-Aug.2025	-0.1
Distilled spirits away from home ^{4, 5, 6}	—	0.2	—	0.25	L-Jun.2025	0.7
Other goods ¹¹	1.299	0.1	0.001	0.24	S-Dec.2024	-0.4
Tobacco and smoking products ⁴	0.502	-0.2	-0.001	0.22	S-May 2020	-0.3
Cigarettes ^{4, 5}	0.380	0.4	0.002	0.25	—	—
Tobacco products other than cigarettes ^{4, 5}	0.116	-2.1	-0.002	0.70	S-EVER	—
Personal care products ⁴	0.644	-0.3	-0.002	0.37	S-Dec.2024	-1.1
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}	0.289	0.0	0.000	0.43	S-Jun.2025	-0.9
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.345	-0.5	-0.002	0.58	S-May 2025	-0.6
Miscellaneous personal goods ⁵	0.154	2.6	0.004	0.76	L-Feb.2019	3.4
Stationery, stationery supplies, gift wrap ⁶	—	1.9	—	0.74	S-Aug.2025	-0.8
Services less energy services.....	60.805	0.3	0.178	0.07	L-Aug.2025	0.3
Shelter.....	35.514	0.4	0.144	0.09	L-Aug.2025	0.4
Rent of shelter ¹⁶	35.086	0.4	0.135	0.09	L-Aug.2025	0.4
Rent of primary residence.....	7.491	0.3	0.020	0.04	L-Aug.2025	0.3

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Lodging away from home ⁵	1.233	2.9	0.038	1.69	L-Sep.2023	3.6
Housing at school, excluding board ¹⁶	0.244	0.2	0.000	0.07	L-Aug.2025	0.8
Other lodging away from home including hotels and motels.....	0.989	3.5	0.038	2.00	L-Sep.2023	4.1
Owners' equivalent rent of residences ¹⁶	26.362	0.3	0.081	0.05	L-Aug.2025	0.4
Owners' equivalent rent of primary residence ¹⁶ ..	25.159	0.3	0.077	0.05	L-Aug.2025	0.4
Tenants' and household insurance ^{4, 5}	0.428	1.0	0.004	0.23	S-Aug.2025	0.6
Water and sewer and trash collection services ⁵	1.096	0.4	0.005	0.11	L-Aug.2025	0.4
Water and sewerage maintenance ⁴	0.749	0.4	0.003	0.13	—	—
Garbage and trash collection ^{4, 13}	0.347	0.4	0.001	0.15	L-Aug.2025	0.5
Household operations ^{4, 5}	—	—	—	—	—	—
Domestic services ^{4, 5}	—	—	—	—	—	—
Gardening and lawn care services ^{4, 5}	—	—	—	—	—	—
Moving, storage, freight expense ⁵	0.121	-14.3	-0.017	0.61	S-EVER	—
Repair of household items ^{4, 5}	—	—	—	—	—	—
Medical care services.....	6.779	0.4	0.027	0.17	L-Jul.2025	0.8
Professional services.....	3.684	0.3	0.012	0.21	L-Jul.2025	0.7
Physicians' services ⁴	1.804	0.3	0.005	0.36	L-Aug.2025	0.3
Dental services.....	0.949	0.7	0.007	0.24	L-Jul.2025	2.6
Eyeglasses and eye care ^{4, 9}	0.337	-0.2	-0.001	0.28	S-Apr.2025	-0.4
Services by other medical professionals ^{4, 9}	—	—	—	—	—	—
Hospital and related services ⁴	2.319	0.9	0.021	0.25	L-Mar.2025	1.3
Hospital services ^{4, 17}	1.985	1.0	0.021	0.26	L-Mar.2025	1.1
Inpatient hospital services ^{4, 6, 17}	—	—	—	—	—	—
Outpatient hospital services ^{4, 6, 9}	—	0.9	—	0.26	L-Mar.2024	1.3
Nursing homes and adult day services ¹⁷	0.167	0.3	0.000	0.19	—	—
Care of invalids and elderly at home ^{4, 8}	0.167	0.0	0.000	0.53	S-Aug.2025	-0.2
Health insurance ^{4, 8}	0.776	-1.1	-0.008	0.19	S-Sep.2023	-3.5
Transportation services.....	6.265	0.5	0.030	0.21	L-Aug.2025	1.0
Leased cars and trucks ^{4, 14}	0.378	-0.6	-0.002	0.63	S-Sep.2025	-0.6
Car and truck rental ⁵	0.127	-1.4	-0.002	1.18	S-Aug.2025	-6.9
Motor vehicle maintenance and repair ⁴	1.059	-1.3	-0.013	0.26	S-EVER	—
Motor vehicle body work ⁴	—	—	—	—	—	—
Motor vehicle maintenance and servicing ⁴	0.516	0.5	0.003	0.30	S-Aug.2025	0.4
Motor vehicle repair ^{4, 5}	0.425	-3.7	-0.016	0.48	S-EVER	—
Motor vehicle insurance.....	2.816	—	-0.012	0.31	—	—
Motor vehicle fees ^{4, 5}	0.492	-0.7	-0.004	0.24	S-Dec.2024	-0.9
State motor vehicle registration and license fees ^{4, 5}	0.283	-0.5	-0.001	0.09	S-Aug.2025	-0.5
Parking and other fees ^{4, 5}	0.196	-1.0	-0.002	0.53	S-Jun.2025	-1.5
Parking fees and tolls ^{5, 6}	—	0.0	—	0.34	L-Jul.2025	0.4
Public transportation.....	1.392	4.5	0.063	0.55	L-May 2022	7.4
Airline fares.....	0.868	5.2	0.044	0.77	L-Aug.2025	5.9
Other intercity transportation.....	0.207	2.7	0.006	1.03	L-Dec.2024	4.2
Ship fare ^{4, 5, 6}	—	0.2	—	1.04	L-Aug.2025	0.6
Intracity transportation ⁴	0.313	2.7	0.008	0.62	L-Feb.2021	2.7
Intracity mass transit ^{4, 6, 11}	—	-0.7	—	0.09	S-Oct.2020	-9.3
Recreation services ¹¹	3.425	1.8	0.060	0.22	L-EVER	—
Video and audio services ¹¹	0.806	2.3	0.019	0.24	L-EVER	—
Cable, satellite, and live streaming television service ¹³	0.651	1.1	0.007	0.20	L-Jan.2025	1.8
Purchase, subscription, and rental of video ^{4, 5}	0.155	7.6	0.012	0.99	L-EVER	—
Video discs and other media ^{4, 5, 6}	—	3.2	—	1.92	L-Jan.2025	7.1

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change Nov. 2025- Dec. 2025	Seasonally adjusted effect on All Items Nov. 2025- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
					Date	Percent change
Subscription and rental of video and video games ^{4, 5, 6}	—	19.5	—	0.47	L-EVER	—
Pet services including veterinary ⁵	0.543	1.1	0.006	0.32	S-Aug.2025	0.6
Pet services ^{5, 6}	—	0.7	—	0.50	L-Jul.2025	1.1
Veterinarian services ^{4, 5, 6}	—	2.0	—	0.63	L-Feb.2025	2.3
Photographers and photo processing ^{4, 5}	0.053	—	0.001	0.41	—	—
Other recreation services ⁵	2.022	1.7	0.034	0.38	L-May 2020	2.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁵	0.795	0.1	0.001	0.17	S-Jul.2025	-0.3
Admissions ⁴	0.733	3.6	0.027	0.71	L-EVER	—
Admission to movies, theaters, and concerts ^{4, 5, 6}	—	2.4	—	0.55	L-Jun.2012	2.4
Admission to sporting events ^{4, 5, 6}	—	—	—	1.75	—	—
Fees for lessons or instructions ^{4, 9}	0.167	—	0.001	0.34	—	—
Education and communication services ¹¹	4.951	-0.8	-0.041	0.08	S-Mar.2017	-1.8
Tuition, other school fees, and childcare.....	2.548	0.2	0.004	0.06	—	—
College tuition and fees.....	1.311	0.0	0.000	0.08	L-Jul.2025	0.3
Elementary and high school tuition and fees.....	0.393	0.4	0.002	0.09	S-Jul.2025	0.0
Day care and preschool ^{4, 12}	0.739	0.0	0.000	0.14	S-Jun.2025	0.0
Technical and business school tuition and fees ⁵	0.039	0.1	0.000	0.07	L-Aug.2025	0.9
Postage and delivery services ⁵	0.056	0.6	0.000	0.07	L-Aug.2025	1.4
Postage.....	0.053	0.5	0.000	0.00	L-Oct.2025	3.3
Delivery services ⁵	0.002	2.4	0.000	0.33	L-Aug.2023	2.4
Telephone services ^{4, 5}	1.406	-2.8	-0.039	0.06	S-Mar.2017	-5.0
Wireless telephone services ^{4, 5}	1.238	-3.3	-0.041	0.06	S-Mar.2017	-7.0
Residential telephone services ^{4, 11}	0.168	1.4	0.002	0.30	L-Feb.2025	1.6
Internet services and electronic information providers ^{4, 5}	0.932	-0.7	-0.006	0.23	S-Apr.2025	-1.5
Other personal services ^{4, 11}	1.672	-0.2	-0.003	0.16	S-Jan.2025	-0.5
Personal care services ⁴	0.668	0.7	0.005	0.24	S-Aug.2025	0.5
Haircuts and other personal care services ^{4, 5}	0.668	0.7	0.005	0.24	S-Aug.2025	0.5
Miscellaneous personal services ⁴	1.004	-0.8	-0.008	0.15	S-Jan.2025	-1.2
Legal services ^{4, 9}	—	—	—	—	—	—
Funeral expenses ^{4, 9}	0.139	0.6	0.001	0.24	L-Mar.2025	0.7
Laundry and dry cleaning services ^{4, 5}	0.167	0.3	0.001	0.27	—	—
Apparel services other than laundry and dry cleaning ^{4, 5}	0.028	0.5	0.000	0.68	S-Apr.2025	-2.6
Financial services ^{4, 9}	0.257	-3.5	-0.009	0.42	S-Jan.2025	-4.7
Checking account and other bank services ^{4, 5, 6}	—	0.3	—	0.00	L-Jul.2025	0.4
Tax return preparation and other accounting fees ^{4, 5, 6}	—	-4.5	—	0.96	S-Jul.2023	-4.6
Special aggregate indexes						
All items less food.....	86.343	0.2	0.211	0.05	S-Jul.2025	0.2
All items less shelter.....	64.486	0.3	0.164	0.05	S-Jul.2025	0.2
All items less food and shelter.....	50.830	0.1	0.067	0.05	S-May 2025	-0.1
All items less food, shelter, and energy.....	44.515	0.1	0.048	0.06	S-May 2025	0.0
All items less food, shelter, energy, and used cars and trucks.....	42.109	0.2	0.075	0.06	S-Aug.2025	0.2
All items less medical care.....	91.717	0.3	0.275	0.05	—	—
All items less energy.....	93.685	0.3	0.288	0.05	L-Aug.2025	0.4
Commodities.....	35.985	0.2	0.084	0.05	S-Jul.2025	0.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 1-month analysis table — Continued
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	One Month				
		Seasonally adjusted percent change	Seasonally adjusted effect on All Items	Standard error, median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³	
		Nov. 2025- Dec. 2025	Nov. 2025- Dec. 2025 ¹		Date	Percent change
Commodities less food, energy, and used cars and trucks.....	16.817	0.2	0.026	0.10	S-Aug.2025	0.2
Commodities less food.....	22.328	-0.1	-0.013	0.07	S-Jul.2025	-0.1
Commodities less food and beverages.....	21.497	-0.1	-0.012	0.07	S-Jul.2025	-0.1
Services.....	64.015	0.3	0.210	0.07	L-Aug.2025	0.3
Services less rent of shelter ¹⁶	28.929	0.2	0.066	0.07	—	—
Services less medical care services.....	57.236	0.3	0.174	0.07	L-Aug.2025	0.4
Durables.....	10.870	-0.4	-0.042	0.09	S-Jun.2024	-0.5
Nondurables.....	25.115	0.8	0.195	0.07	S-Aug.2025	0.6
Nondurables less food.....	11.458	0.6	0.067	0.11	S-Aug.2025	0.5
Nondurables less food and beverages.....	10.627	0.6	0.065	0.12	S-Aug.2025	0.4
Nondurables less food, beverages, and apparel.....	8.166	0.6	0.050	0.11	S-Aug.2025	0.3
Nondurables less food and apparel.....	8.998	0.6	0.053	0.10	S-Aug.2025	0.3
Housing.....	44.448	0.4	0.158	0.08	L-Aug.2025	0.4
Education and communication ⁵	5.666	-1.0	-0.056	0.12	S-Mar.2017	-1.7
Education ⁵	2.589	0.2	0.004	0.06	—	—
Communication ⁵	3.077	-1.9	-0.059	0.17	S-Mar.2017	-3.3
Information and information processing ⁵	3.022	-2.0	-0.060	0.18	S-Mar.2017	-3.4
Information technology, hardware and services ¹⁸	1.616	-1.3	-0.021	0.33	S-Nov.2024	-1.6
Recreation ⁵	5.246	1.2	0.062	0.19	L-EVER	—
Video and audio ⁵	1.056	1.7	0.018	0.21	L-EVER	—
Pets, pet products and services ⁵	1.163	0.8	0.009	0.25	—	—
Photography ⁵	0.075	1.7	0.001	0.53	L-Oct.2023	2.1
Food and beverages.....	14.488	0.7	0.096	0.07	L-Oct.2022	0.7
Domestically produced farm food ⁴	6.697	0.6	0.043	0.14	L-Jan.2025	0.7
Other services.....	10.047	0.2	0.016	0.10	—	—
Apparel less footwear.....	1.888	0.4	0.009	0.41	S-Jul.2025	-0.3
Fuels and utilities.....	4.443	0.8	0.037	0.19	L-Jun.2025	0.8
Household energy.....	3.347	1.0	0.032	0.25	L-Apr.2025	1.4
Medical care.....	8.283	0.4	0.032	0.14	L-Jul.2025	0.7
Transportation.....	16.437	0.0	-0.007	0.10	S-Jul.2025	0.0
Private transportation.....	15.045	-0.5	-0.070	0.10	S-May 2025	-0.5
New and used motor vehicles ⁵	7.348	-0.4	-0.031	0.06	S-Jun.2025	-0.4
Utilities and public transportation.....	7.755	0.6	0.046	0.15	L-Dec.2024	0.6
Household furnishings and operations.....	4.492	-0.5	-0.023	0.17	S-May 2023	-0.5
Other goods and services.....	2.971	0.3	0.008	0.15	S-Aug.2025	0.2
Personal care.....	2.469	0.4	0.009	0.15	—	—

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Not seasonally adjusted.

⁵ Indexes on a December 1997=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁷ Indexes on a December 2007=100 base.

⁸ Indexes on a December 2005=100 base.

⁹ Indexes on a December 1986=100 base.

¹⁰ Indexes on a December 1993=100 base.

¹¹ Indexes on a December 2009=100 base.

¹² Indexes on a December 1990=100 base.

¹³ Indexes on a December 1983=100 base.

¹⁴ Indexes on a December 2001=100 base.

¹⁵ Indexes on a December 2019=100 base.

¹⁶ Indexes on a December 1982=100 base.

¹⁷ Indexes on a December 1996=100 base.

¹⁸ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
All items.....	100.000	2.7	—	0.11	—	—
Food.....	13.657	3.1	0.420	0.13	L-Sep.2025	3.1
Food at home.....	7.973	2.4	0.190	0.18	L-Sep.2025	2.7
Cereals and bakery products.....	1.095	1.5	0.017	0.43	S-Aug.2025	1.1
Cereals and cereal products.....	0.332	-0.4	-0.001	0.77	S-Sep.2025	-0.8
Flour and prepared flour mixes.....	0.029	2.4	0.001	1.21	L-May 2025	3.3
Breakfast cereal.....	0.146	0.6	0.001	1.66	S-Sep.2025	0.4
Rice, pasta, cornmeal.....	0.157	-1.7	-0.003	0.82	S-Apr.2025	-2.6
Rice ^{4, 5}	—	0.8	—	1.28	S-Sep.2025	-1.7
Bakery products.....	0.763	2.3	0.018	0.48	S-Aug.2025	2.2
Bread ⁴	0.140	2.2	0.003	0.75	L-Jan.2024	3.2
White bread ⁵	—	2.1	—	1.19	L-Jan.2024	3.3
Bread other than white ⁵	—	2.2	—	1.00	S-Jun.2025	-0.2
Fresh biscuits, rolls, muffins ⁴	0.134	3.6	0.005	1.27	L-Sep.2025	3.9
Cakes, cupcakes, and cookies.....	0.216	3.3	0.007	0.86	S-Sep.2025	2.2
Cookies ⁵	—	3.7	—	1.10	S-Sep.2025	1.7
Fresh cakes and cupcakes ⁵	—	2.3	—	1.16	L-Sep.2025	3.7
Other bakery products.....	0.273	1.1	0.003	0.94	S-Jul.2025	0.7
Fresh sweetrolls, coffeecakes, doughnuts ⁵	—	1.7	—	1.74	S-Aug.2025	0.3
Crackers, bread, and cracker products ⁵	—	2.7	—	1.63	S-Sep.2025	2.1
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵	—	-2.6	—	1.11	S-Apr.2025	-3.2
Meats, poultry, fish, and eggs.....	1.644	3.9	0.064	0.38	S-Nov.2024	3.8
Meats, poultry, and fish.....	1.510	6.9	0.100	0.37	L-Sep.2022	7.7
Meats.....	0.979	9.2	0.085	0.47	L-May 2022	12.3
Beef and veal.....	0.502	16.4	0.073	0.69	L-Dec.2021	18.6
Uncooked ground beef.....	0.225	15.5	0.031	1.04	L-Jun.2020	26.4
Uncooked beef roasts ⁴	0.066	17.5	0.010	1.53	S-Aug.2025	13.6
Uncooked beef steaks ⁴	0.144	17.8	0.023	1.11	L-Dec.2021	21.4
Uncooked other beef and veal ⁴	0.068	15.3	0.009	1.34	S-Sep.2025	12.4
Pork.....	0.287	0.8	0.002	0.95	S-Jun.2025	0.5
Bacon, breakfast sausage, and related products ⁴	0.101	-0.2	0.000	1.41	S-Nov.2024	-0.4
Bacon and related products ⁵	—	0.7	—	1.89	S-Nov.2024	-0.8
Breakfast sausage and related products ^{4, 5}	—	-0.8	—	1.76	S-Apr.2025	-1.1
Ham.....	0.044	0.6	0.000	1.90	—	—
Ham, excluding canned ⁵	—	0.5	—	1.97	S-Sep.2025	-0.2
Pork chops.....	0.047	1.2	0.001	2.08	L-Mar.2025	1.9
Other pork including roasts, steaks, and ribs ⁴	0.095	1.9	0.002	2.05	S-Sep.2025	0.5
Other meats.....	0.190	5.1	0.010	0.88	S-Sep.2025	4.6
Frankfurters ⁵	—	6.6	—	2.78	L-Aug.2024	11.0
Lunchmeats ^{4, 5}	—	3.1	—	1.11	S-Aug.2025	-0.6
Poultry.....	0.284	1.4	0.004	0.80	L-Sep.2025	1.4
Chicken ⁴	0.213	1.2	0.003	0.85	S-Jan.2025	0.9
Fresh whole chicken ⁵	—	-1.2	—	1.48	S-May 2021	-1.5
Fresh and frozen chicken parts ⁵	—	2.0	—	1.08	S-Mar.2025	1.4
Other uncooked poultry including turkey ⁴	0.071	2.2	0.002	1.96	L-May 2025	2.7
Fish and seafood.....	0.248	4.4	0.011	0.81	S-Sep.2025	2.1
Fresh fish and seafood ⁴	0.143	3.6	0.005	1.17	S-Sep.2025	3.0
Processed fish and seafood ⁴	0.104	5.5	0.006	1.10	S-Sep.2025	1.0
Shelf stable fish and seafood ⁵	—	3.4	—	1.78	L-May 2024	4.4
Frozen fish and seafood ⁵	—	8.6	—	1.93	S-Sep.2025	6.6
Eggs.....	0.134	-20.9	-0.036	1.83	S-Jan.2024	-28.6

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Dairy and related products.....	0.709	-0.9	-0.007	0.45	L-Sep.2025	0.7
Milk ⁴	0.193	-1.0	-0.002	0.70	S-Jun.2024	-1.0
Fresh whole milk ⁵	—	-1.0	—	0.75	L-Sep.2025	1.1
Fresh milk other than whole ^{4, 5}	—	-1.1	—	0.86	S-Jun.2024	-1.3
Cheese and related products.....	0.241	-1.6	-0.004	0.86	L-Sep.2025	1.1
Ice cream and related products.....	0.127	0.8	0.001	1.19	L-Jul.2025	1.0
Other dairy and related products ⁴	0.147	-1.1	-0.002	0.80	L-Sep.2025	0.2
Fruits and vegetables.....	1.307	0.5	0.006	0.48	L-Sep.2025	1.3
Fresh fruits and vegetables.....	1.092	0.3	0.003	0.60	L-Sep.2025	1.2
Fresh fruits.....	0.555	0.7	0.004	0.84	L-Aug.2025	1.7
Apples.....	0.078	1.3	0.001	1.37	S-Dec.2024	0.8
Bananas.....	0.114	5.9	0.006	1.14	S-Jul.2025	4.3
Citrus fruits ⁴	0.062	0.8	0.000	1.56	L-Sep.2025	0.8
Oranges, including tangerines ⁵	—	2.1	—	2.38	L-Sep.2025	3.0
Other fresh fruits ⁴	0.301	-1.2	-0.004	1.75	L-Aug.2025	-0.2
Fresh vegetables.....	0.538	-0.2	-0.001	0.83	S-Jul.2025	-0.8
Potatoes.....	0.076	-3.4	-0.003	1.54	L-Sep.2025	3.7
Lettuce.....	0.073	7.3	0.005	2.36	L-May 2023	9.4
Tomatoes.....	0.089	-3.0	-0.003	1.81	S-Jul.2025	-5.2
Other fresh vegetables.....	0.299	-0.3	-0.001	1.17	S-Jun.2025	-0.3
Processed fruits and vegetables ⁴	0.214	1.5	0.003	0.63	L-Sep.2025	2.5
Canned fruits and vegetables ⁴	0.086	1.6	0.001	0.81	S-Apr.2025	0.2
Canned fruits ^{4, 5}	—	3.4	—	1.45	L-Sep.2025	4.8
Canned vegetables ^{4, 5}	—	0.5	—	0.87	S-Apr.2025	-0.2
Frozen fruits and vegetables ⁴	0.064	0.0	0.000	1.54	L-Sep.2025	0.8
Frozen vegetables ⁵	—	-1.6	—	1.67	L-Sep.2025	-0.7
Other processed fruits and vegetables including dried ⁴	0.065	2.9	0.002	1.26	S-Sep.2025	1.3
Dried beans, peas, and lentils ^{4, 5}	—	2.1	—	2.29	L-Jul.2025	3.7
Nonalcoholic beverages and beverage materials.....	0.915	5.1	0.046	0.62	L-Sep.2025	5.3
Juices and nonalcoholic drinks ⁴	0.626	2.3	0.014	0.83	L-Sep.2025	3.1
Carbonated drinks.....	0.341	3.0	0.010	1.28	L-Sep.2025	3.6
Frozen noncarbonated juices and drinks ⁴	0.004	5.5	0.000	3.05	L-Sep.2025	9.6
Nonfrozen noncarbonated juices and drinks ⁴	0.281	1.3	0.004	0.98	L-Sep.2025	1.8
Beverage materials including coffee and tea ⁴	0.288	11.8	0.031	0.99	S-Sep.2025	10.6
Coffee.....	0.154	19.8	0.026	1.16	L-Aug.2025	20.9
Roasted coffee ⁵	—	18.7	—	1.42	L-Sep.2025	18.9
Instant coffee ⁵	—	28.0	—	1.82	L-Jun.1995	28.9
Other beverage materials including tea ⁴	0.134	3.8	0.005	1.58	S-Sep.2025	1.7
Other food at home.....	2.304	2.7	0.064	0.34	L-Dec.2023	2.8
Sugar and sweets.....	0.342	6.9	0.023	0.77	L-Aug.2023	8.0
Sugar and sugar substitutes.....	0.027	0.6	0.000	1.19	L-Sep.2025	2.9
Candy and chewing gum ⁴	0.246	10.0	0.023	1.11	S-Sep.2025	9.8
Other sweets ⁴	0.070	-0.4	0.000	1.18	L-Sep.2025	0.4
Fats and oils.....	0.241	0.8	0.002	0.86	L-Mar.2025	1.1
Butter and margarine ⁴	0.052	-2.2	-0.001	1.15	L-Sep.2025	-2.0
Butter ⁵	—	-3.4	—	1.57	L-Sep.2025	-1.8
Margarine ⁵	—	5.0	—	1.72	L-Jul.2023	11.3
Salad dressing ⁴	0.066	5.6	0.004	1.73	L-Sep.2023	6.3
Other fats and oils including peanut butter ⁴	0.123	-0.4	-0.001	1.46	L-Mar.2025	0.3
Peanut butter ^{4, 5}	—	1.4	—	1.63	L-Jun.2025	1.9
Other foods.....	1.721	2.2	0.039	0.40	L-Jan.2024	2.4
Soups.....	0.103	2.3	0.002	1.56	L-Aug.2025	3.4
Frozen and freeze dried prepared foods.....	0.270	0.3	0.001	0.92	L-Sep.2025	1.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Snacks.....	0.361	2.2	0.008	1.04	L-Nov.2023	2.2
Spices, seasonings, condiments, sauces.....	0.374	1.7	0.007	0.76	L-Aug.2025	1.7
Salt and other seasonings and spices ^{4, 5}	—	2.1	—	1.23	S-Sep.2025	0.8
Olives, pickles, relishes ^{4, 5}	—	2.2	—	1.79	L-Jul.2025	4.1
Sauces and gravies ^{4, 5}	—	1.7	—	1.26	L-Mar.2025	2.9
Other condiments ⁵	—	5.2	—	2.48	L-Sep.2025	7.8
Baby food and formula ⁴	0.059	0.8	0.001	1.47	S-Sep.2025	0.6
Other miscellaneous foods ⁴	0.554	3.6	0.020	0.80	L-Oct.2023	3.6
Prepared salads ^{5, 6}	—	2.9	—	1.20	L-Sep.2025	3.3
Food away from home.....	5.684	4.1	0.230	0.17	L-Jul.2024	4.1
Full service meals and snacks ⁴	2.465	4.9	0.119	0.27	L-Sep.2023	5.1
Limited service meals and snacks ⁴	2.843	3.3	0.093	0.24	L-Jul.2025	3.3
Food at employee sites and schools ⁴	0.073	3.8	0.003	1.01	L-Sep.2025	3.8
Food at elementary and secondary schools ^{5, 7}	—	1.2	—	0.76	L-Sep.2025	1.4
Food from vending machines and mobile vendors ⁴	0.057	6.0	0.003	1.42	L-Sep.2025	6.3
Other food away from home ⁴	0.246	5.0	0.012	0.55	L-Sep.2025	5.3
Energy.....	6.315	2.3	0.143	0.46	S-Aug.2025	0.2
Energy commodities.....	3.105	-3.0	-0.094	0.39	S-Aug.2025	-6.2
Fuel oil and other fuels.....	0.138	1.2	0.002	1.05	S-Sep.2025	0.5
Fuel oil.....	0.079	7.4	0.006	1.00	S-Sep.2025	4.1
Propane, kerosene, and firewood ⁸	0.059	-5.9	-0.004	1.38	—	—
Motor fuel.....	2.968	-3.2	-0.096	0.40	S-Aug.2025	-6.5
Gasoline (all types).....	2.883	-3.4	-0.099	0.41	S-Aug.2025	-6.6
Gasoline, unleaded regular ⁵	—	-3.8	—	0.86	S-Aug.2025	-7.1
Gasoline, unleaded midgrade ^{5, 9}	—	-2.2	—	0.91	S-Aug.2025	-5.4
Gasoline, unleaded premium ⁵	—	-1.3	—	0.97	S-Aug.2025	-4.2
Other motor fuels ⁴	0.084	3.5	0.003	0.56	S-Sep.2025	3.3
Energy services.....	3.210	7.7	0.237	0.88	L-Aug.2025	7.7
Electricity.....	2.432	6.7	0.156	1.10	S-Sep.2025	5.1
Utility (piped) gas service.....	0.777	10.8	0.081	0.75	L-Sep.2025	11.7
All items less food and energy.....	80.028	2.6	2.114	0.14	—	—
Commodities less food and energy commodities.....	19.223	1.4	0.275	0.18	—	—
Household furnishings and supplies ¹⁰	3.387	3.4	0.116	0.54	L-May 2023	4.1
Window and floor coverings and other linens ⁴	0.238	2.7	0.007	1.92	S-Sep.2025	1.7
Floor coverings ⁴	0.059	3.1	0.002	3.63	S-Sep.2025	2.5
Window coverings ⁴	0.056	8.9	0.005	3.66	L-Jun.2024	8.9
Other linens ⁴	0.124	-0.1	0.000	2.65	S-May 2025	-0.3
Furniture and bedding.....	0.798	3.6	0.028	1.14	L-Sep.2025	3.8
Bedroom furniture.....	0.252	3.3	0.008	1.50	L-Oct.2022	3.3
Living room, kitchen, and dining room furniture ⁴	0.391	4.0	0.015	1.50	S-May 2025	3.3
Other furniture ⁴	0.145	2.9	0.004	2.57	S-Sep.2025	2.4
Appliances ⁴	0.215	-1.7	-0.004	1.45	S-Mar.2025	-2.5
Major appliances ⁴	0.068	1.9	0.001	1.76	L-Jun.2025	2.4
Laundry equipment ⁵	—	-1.2	—	2.51	S-Aug.2024	-3.1
Other appliances ⁴	0.144	-3.5	-0.005	1.95	S-Jul.2024	-3.5
Other household equipment and furnishings ⁴	0.490	5.2	0.025	1.14	L-Nov.2022	5.5
Clocks, lamps, and decorator items.....	0.283	3.9	0.011	1.73	L-Jun.2025	4.8
Indoor plants and flowers ¹¹	0.115	7.2	0.008	2.36	L-Jul.2024	10.6
Dishes and flatware ⁴	0.035	1.0	0.000	3.61	L-Mar.2023	1.4
Nonelectric cookware and tableware ⁴	0.057	10.4	0.006	2.83	L-EVER	—
Tools, hardware, outdoor equipment and supplies ⁴	0.849	5.4	0.045	1.50	L-Sep.2023	6.3
Tools, hardware and supplies ⁴	0.246	5.2	0.013	1.24	S-Jul.2025	4.7
Outdoor equipment and supplies ⁴	0.364	5.7	0.021	2.29	L-Oct.2023	6.0

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Housekeeping supplies.....	0.797	1.7	0.014	0.58	S-Aug.2025	1.0
Household cleaning products ⁴	0.294	1.7	0.005	0.97	L-May 2025	2.0
Household paper products ⁴	0.178	1.2	0.002	0.92	S-Apr.2025	0.0
Miscellaneous household products ⁴	0.325	2.1	0.007	0.95	L-Sep.2025	2.2
Apparel.....	2.461	0.6	0.015	0.72	L-Feb.2025	0.6
Men's and boys' apparel.....	0.646	-0.1	0.000	1.19	—	—
Men's apparel.....	0.522	0.5	0.002	1.35	L-Sep.2025	2.5
Men's suits, sport coats, and outerwear.....	0.086	-1.8	-0.002	4.19	S-Jan.2025	-2.2
Men's underwear, nightwear, swimwear, and accessories.....	0.139	3.2	0.004	1.47	L-May 2024	3.2
Men's shirts and sweaters ⁴	0.149	0.1	0.000	2.59	L-Sep.2025	2.6
Men's pants and shorts.....	0.132	-0.2	0.000	2.45	S-Jul.2025	-0.5
Boys' apparel.....	0.124	-2.3	-0.003	2.44	—	—
Women's and girls' apparel.....	0.954	-0.3	-0.003	1.27	L-Feb.2025	0.2
Women's apparel.....	0.847	-0.7	-0.006	1.16	L-Jul.2025	-0.6
Women's outerwear.....	0.078	3.3	0.002	4.43	S-Jul.2025	0.0
Women's dresses.....	0.131	-0.9	-0.001	3.60	S-May 2025	-3.8
Women's suits and separates ⁴	0.342	-0.3	-0.001	1.71	L-Sep.2024	1.7
Women's underwear, nightwear, swimwear, and accessories ⁴	0.286	-2.0	-0.006	1.78	L-Jul.2025	1.0
Girls' apparel.....	0.107	2.4	0.003	3.41	L-Feb.2025	4.6
Footwear.....	0.572	1.1	0.006	1.01	L-Sep.2025	1.3
Men's footwear.....	0.195	1.7	0.003	1.51	L-Oct.2024	2.8
Boys' and girls' footwear.....	0.109	-1.9	-0.002	2.10	L-Sep.2025	-1.0
Women's footwear.....	0.268	1.9	0.005	1.58	S-Jul.2025	0.9
Infants' and toddlers' apparel.....	0.102	3.9	0.004	2.49	L-Oct.2023	4.4
Jewelry and watches ⁸	0.186	4.7	0.008	3.57	S-Sep.2025	2.0
Watches ⁸	0.042	3.9	0.002	2.95	L-Sep.2025	6.6
Jewelry ⁸	0.143	4.9	0.007	4.04	S-Sep.2025	1.7
Transportation commodities less motor fuel ¹⁰	7.205	0.9	0.064	0.13	S-Apr.2025	0.8
New vehicles.....	4.302	0.3	0.012	0.19	S-Jun.2025	0.2
New cars ⁵	—	0.5	—	0.20	S-Mar.2025	0.1
New trucks ^{5, 12}	—	0.2	—	0.18	S-Jun.2025	0.2
Used cars and trucks.....	2.406	1.6	0.039	0.11	S-Apr.2025	1.5
Motor vehicle parts and equipment.....	0.362	3.5	0.013	0.73	L-Jun.2023	3.6
Tires.....	0.297	3.7	0.011	0.86	L-Aug.2025	3.9
Vehicle accessories other than tires ⁴	0.065	2.3	0.001	1.48	L-May 2025	2.4
Vehicle parts and equipment other than tires ⁵	—	3.4	—	1.81	S-Sep.2025	2.5
Motor oil, coolant, and fluids ⁵	—	0.6	—	1.00	L-May 2025	2.7
Medical care commodities.....	1.504	1.5	0.023	1.10	L-Feb.2025	2.3
Medicinal drugs ¹⁰	1.324	1.5	0.020	1.18	L-Feb.2025	2.7
Prescription drugs.....	0.917	2.0	0.018	1.56	L-Apr.2025	2.3
Nonprescription drugs ¹⁰	0.407	0.5	0.002	1.54	L-Sep.2024	0.7
Medical equipment and supplies ¹⁰	0.180	1.5	0.003	1.09	S-Sep.2025	0.8
Recreation commodities ¹⁰	1.821	1.2	0.022	0.45	L-Jun.2023	2.0
Video and audio products ¹⁰	0.250	1.2	0.003	1.01	L-Sep.2025	1.6
Televisions.....	0.083	-7.2	-0.007	1.17	L-Sep.2025	-6.0
Other video equipment ⁴	0.028	-0.2	0.000	2.42	S-Aug.2025	-0.3
Audio equipment.....	0.059	13.3	0.007	2.33	L-Sep.2025	13.6
Recorded music and music subscriptions ⁴	0.075	3.2	0.002	2.30	L-Aug.2025	3.8
Pets and pet products.....	0.621	1.3	0.008	1.10	L-Mar.2024	1.3
Pet food and treats ^{4, 5}	—	1.2	—	1.31	L-Mar.2024	1.8
Purchase of pets, pet supplies, accessories ^{4, 5}	—	1.0	—	1.90	L-Sep.2025	1.5
Sporting goods.....	0.469	0.3	0.002	1.02	L-Mar.2023	1.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Sports vehicles including bicycles.....	0.235	0.9	0.002	1.55	L-Sep.2023	1.7
Sports equipment.....	0.218	-0.3	-0.001	1.17	S-Aug.2025	-0.8
Photographic equipment and supplies.....	0.021	9.8	0.002	3.36	L-Sep.2024	10.7
Photographic equipment ^{4, 5}	—	9.2	—	4.99	L-Sep.2024	9.9
Recreational reading materials.....	0.099	3.8	0.004	2.37	S-Sep.2025	2.1
Newspapers and magazines ⁴	0.054	6.4	0.003	2.97	L-May 2025	9.2
Recreational books ⁴	0.045	0.8	0.000	2.63	S-Sep.2025	-1.7
Other recreational goods ⁴	0.362	1.0	0.004	1.02	L-Jun.2023	1.7
Toys.....	0.283	0.8	0.002	1.32	L-Jul.2025	0.9
Toys, games, hobbies and playground equipment ^{4, 5}	—	1.3	—	1.90	S-Aug.2025	0.6
Sewing machines, fabric and supplies ⁴	0.021	-2.7	-0.001	3.34	L-Apr.2025	-2.6
Music instruments and accessories ⁴	0.044	4.2	0.002	2.10	S-Jul.2025	3.4
Education and communication commodities ¹⁰	0.716	-3.8	-0.029	1.43	S-Sep.2025	-4.0
Educational books and supplies.....	0.041	0.8	0.000	2.44	L-May 2025	9.4
College textbooks ^{5, 13}	—	1.1	—	3.00	L-Sep.2025	6.8
Information technology commodities ¹⁰	0.675	-4.1	-0.029	1.58	S-Sep.2025	-5.1
Computers, peripherals, and smart home assistants ⁶	0.257	-0.6	-0.002	1.68	S-Sep.2025	-0.7
Computer software and accessories ⁴	0.025	4.4	0.001	3.81	L-Jun.2025	4.7
Telephone hardware, calculators, and other consumer information items ⁴	0.392	-6.8	-0.028	2.32	S-Sep.2025	-7.7
Smartphones ^{5, 14}	—	-9.8	—	2.26	S-Sep.2025	-14.9
Alcoholic beverages.....	0.831	2.1	0.018	0.45	L-Mar.2024	2.4
Alcoholic beverages at home.....	0.443	1.0	0.004	0.50	S-Sep.2025	0.3
Beer, ale, and other malt beverages at home.....	0.152	1.3	0.002	0.61	S-Sep.2025	1.0
Distilled spirits at home.....	0.102	1.8	0.002	0.81	S-Sep.2025	1.8
Whiskey at home ⁵	—	2.0	—	1.40	L-Jun.2024	2.1
Distilled spirits, excluding whiskey, at home ⁵	—	2.5	—	1.10	S-Sep.2025	2.3
Wine at home.....	0.188	0.3	0.001	0.81	—	—
Alcoholic beverages away from home.....	0.388	3.5	0.014	0.84	L-Sep.2025	4.1
Beer, ale, and other malt beverages away from home ^{4, 5}	—	2.6	—	1.12	L-Sep.2025	3.6
Wine away from home ^{4, 5}	—	2.5	—	0.62	S-May 2025	2.3
Distilled spirits away from home ^{4, 5}	—	3.8	—	1.37	L-Sep.2025	4.1
Other goods ¹⁰	1.299	3.6	0.046	0.44	L-Sep.2025	3.7
Tobacco and smoking products.....	0.502	6.8	0.033	0.64	S-Aug.2025	6.3
Cigarettes ⁴	0.380	8.5	0.031	0.64	L-Apr.2025	8.5
Tobacco products other than cigarettes ⁴	0.116	1.2	0.001	1.69	S-Jul.2025	0.8
Personal care products.....	0.644	1.5	0.010	0.70	L-Sep.2025	1.5
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.289	2.4	0.007	0.94	L-Apr.2024	4.1
Cosmetics, perfume, bath, nail preparations and implements.....	0.345	0.8	0.003	1.19	L-Apr.2024	0.9
Miscellaneous personal goods ⁴	0.154	2.5	0.004	1.47	L-Sep.2025	2.5
Stationery, stationery supplies, gift wrap ⁵	—	1.8	—	1.65	L-Sep.2025	3.1
Services less energy services.....	60.805	3.0	1.839	0.17	—	—
Shelter.....	35.514	3.2	1.123	0.19	L-Sep.2025	3.6
Rent of shelter ¹⁵	35.086	3.1	1.090	0.19	L-Sep.2025	3.5
Rent of primary residence.....	7.491	2.9	0.219	0.19	S-Oct.2021	2.7
Lodging away from home ⁴	1.233	-0.8	-0.011	2.02	L-Sep.2025	-0.1
Housing at school, excluding board ¹⁵	0.244	3.2	0.008	0.32	S-Jul.2023	3.2
Other lodging away from home including hotels and motels.....	0.989	-1.8	-0.019	2.40	L-Sep.2025	-0.8
Owners' equivalent rent of residences ¹⁵	26.362	3.4	0.881	0.18	—	—

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Owners' equivalent rent of primary residence ¹⁵ ..	25.159	3.3	0.840	0.18	S-Oct.2021	3.1
Tenants' and household insurance ⁴	0.428	8.2	0.033	0.78	L-EVER	—
Water and sewer and trash collection services ⁴	1.096	4.7	0.051	0.35	L-Sep.2025	4.8
Water and sewerage maintenance.....	0.749	4.6	0.034	0.37	L-Sep.2025	4.6
Garbage and trash collection ¹²	0.347	4.8	0.017	0.69	L-Sep.2025	5.4
Household operations ⁴	—	—	—	—	—	—
Domestic services ⁴	—	—	—	—	—	—
Gardening and lawncare services ⁴	—	—	—	—	—	—
Moving, storage, freight expense ⁴	0.121	-17.0	-0.022	4.88	S-EVER	—
Repair of household items ⁴	—	—	—	—	—	—
Medical care services.....	6.779	3.5	0.238	0.63	L-Sep.2025	3.9
Professional services.....	3.684	2.5	0.091	0.85	L-Sep.2025	2.6
Physicians' services.....	1.804	1.9	0.034	1.42	L-Sep.2025	2.4
Dental services.....	0.949	3.8	0.035	1.58	L-Aug.2025	4.2
Eyeglasses and eye care ⁸	0.337	3.1	0.011	0.96	S-Jul.2025	2.4
Services by other medical professionals ⁸	—	—	—	—	—	—
Hospital and related services.....	2.319	6.7	0.151	0.73	L-Jun.2024	7.1
Hospital services ¹⁶	1.985	6.6	0.127	0.85	L-Jun.2024	6.9
Inpatient hospital services ^{5, 16}	—	—	—	—	—	—
Outpatient hospital services ^{5, 8}	—	6.5	—	1.87	L-Jun.2024	7.0
Nursing homes and adult day services ¹⁶	0.167	4.3	0.007	0.75	S-Sep.2025	4.1
Care of invalids and elderly at home ⁷	0.167	10.7	0.017	2.37	S-Aug.2025	5.6
Health insurance ⁷	0.776	-0.5	-0.004	0.62	S-Jul.2024	-0.6
Transportation services.....	6.265	1.5	0.095	0.67	S-Mar.2021	-1.6
Leased cars and trucks ¹³	0.378	—	-0.011	1.84	—	—
Car and truck rental ⁴	0.127	-4.1	-0.005	1.58	S-Sep.2025	-5.0
Motor vehicle maintenance and repair.....	1.059	5.4	0.055	1.82	S-Jun.2025	5.2
Motor vehicle body work.....	—	—	—	—	—	—
Motor vehicle maintenance and servicing.....	0.516	4.9	0.025	0.76	S-Aug.2025	3.6
Motor vehicle repair ⁴	0.425	6.2	0.025	3.85	S-Sep.2024	6.0
Motor vehicle insurance.....	2.816	2.8	0.079	1.06	S-Aug.2021	1.0
Motor vehicle fees ⁴	0.492	1.3	0.006	0.55	L-Jun.2025	1.3
State motor vehicle registration and license fees ⁴	0.283	1.8	0.005	0.28	S-Sep.2025	0.7
Parking and other fees ⁴	0.196	0.6	0.001	1.22	L-Sep.2025	1.7
Parking fees and tolls ^{4, 5}	—	3.7	—	1.12	L-Feb.2025	4.5
Public transportation.....	1.392	-2.0	-0.029	0.92	L-Sep.2025	1.8
Airline fares.....	0.868	-3.4	-0.031	1.21	L-Sep.2025	3.2
Other intercity transportation.....	0.207	-2.6	-0.006	2.10	S-Sep.2025	-2.6
Ship fare ^{4, 5}	—	-4.8	—	2.52	L-May 2025	-1.8
Intracity transportation.....	0.313	2.5	0.008	1.02	L-Feb.2025	2.6
Intracity mass transit ^{5, 10}	—	0.9	—	2.29	S-Jan.2025	0.9
Recreation services ¹⁰	3.425	4.0	0.137	0.52	L-Sep.2025	4.4
Video and audio services ¹⁰	0.806	4.9	0.039	0.72	L-Jan.2024	5.3
Cable, satellite, and live streaming television service ¹²	0.651	3.7	0.024	0.50	L-Apr.2024	3.8
Purchase, subscription, and rental of video ⁴	0.155	10.0	0.016	3.19	L-EVER	—
Video discs and other media ^{4, 5}	—	6.0	—	3.73	L-Feb.2025	20.8
Subscription and rental of video and video games ^{4, 5}	—	29.0	—	2.16	L-EVER	—
Pet services including veterinary ⁴	0.543	6.2	0.033	1.07	L-Sep.2025	6.9
Pet services ^{4, 5}	—	5.0	—	2.58	L-Sep.2025	5.1
Veterinarian services ^{4, 5}	—	7.1	—	1.88	L-Sep.2025	7.8
Photographers and photo processing ⁴	0.053	1.5	0.001	2.15	L-Jan.2024	4.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Other recreation services ⁴	2.022	3.1	0.064	0.62	L-Sep.2025	5.1
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴	0.795	0.4	0.003	0.50	L-Sep.2025	6.2
Admissions.....	0.733	5.7	0.042	1.52	L-Apr.2025	5.9
Admission to movies, theaters, and concerts ^{4, 5}	—	6.7	—	1.66	L-Apr.2023	6.9
Admission to sporting events ^{4, 5}	—	-7.3	—	6.37	S-Oct.2022	-17.7
Fees for lessons or instructions ⁸	0.167	2.9	0.005	1.18	S-May 2025	2.7
Education and communication services ¹⁰	4.951	1.1	0.056	0.24	S-Sep.2025	1.1
Tuition, other school fees, and childcare.....	2.548	2.9	0.074	0.43	—	—
College tuition and fees.....	1.311	1.5	0.020	0.68	S-Sep.2025	1.4
Elementary and high school tuition and fees.....	0.393	4.1	0.016	0.37	L-May 2025	4.2
Day care and preschool ¹¹	0.739	4.8	0.035	0.51	L-Sep.2025	5.2
Technical and business school tuition and fees ⁴ ...	0.039	2.1	0.001	0.92	—	—
Postage and delivery services ⁴	0.056	4.8	0.003	0.47	S-Sep.2025	4.7
Postage.....	0.053	4.6	0.002	0.54	—	—
Delivery services ⁴	0.002	9.7	0.000	0.88	L-Mar.2023	10.5
Telephone services ⁴	1.406	-3.2	-0.046	0.16	S-Feb.2018	-6.3
Wireless telephone services ⁴	1.238	-4.1	-0.052	0.20	S-Feb.2018	-9.4
Residential telephone services ¹⁰	0.168	3.7	0.006	0.63	L-Mar.2025	3.7
Internet services and electronic information providers ⁴	0.932	2.8	0.026	0.54	S-Sep.2025	0.4
Other personal services ¹⁰	1.672	4.7	0.077	0.51	L-Mar.2025	4.7
Personal care services.....	0.668	4.8	0.032	0.73	L-Dec.2024	4.8
Haircuts and other personal care services ⁴	0.668	4.8	0.032	0.73	L-Dec.2024	4.8
Miscellaneous personal services.....	1.004	4.6	0.045	0.57	S-Sep.2025	4.4
Legal services ⁸	—	—	—	—	—	—
Funeral expenses ⁸	0.139	2.6	0.004	0.81	L-Sep.2025	2.9
Laundry and dry cleaning services ⁴	0.167	4.6	0.008	0.82	L-Sep.2025	4.9
Apparel services other than laundry and dry cleaning ⁴	0.028	7.0	0.002	2.34	L-Feb.2025	7.5
Financial services ⁸	0.257	4.2	0.010	1.41	S-Sep.2025	2.7
Checking account and other bank services ^{4, 5} ...	—	0.4	—	3.33	L-Sep.2025	0.7
Tax return preparation and other accounting fees ^{4, 5}	—	—	—	2.69	—	—
Special aggregate indexes						
All items less food.....	86.343	2.6	2.257	0.13	S-Jun.2025	2.6
All items less shelter.....	64.486	2.4	1.554	0.14	S-Jul.2025	2.1
All items less food and shelter.....	50.830	2.2	1.134	0.17	S-Jul.2025	2.0
All items less food, shelter, and energy.....	44.515	2.2	0.991	0.19	S-Jun.2025	2.2
All items less food, shelter, energy, and used cars and trucks.....	42.109	2.3	0.952	0.19	L-Sep.2025	2.4
All items less medical care.....	91.717	2.6	2.416	0.10	S-Jul.2025	2.6
All items less energy.....	93.685	2.7	2.534	0.12	L-Sep.2025	3.0
Commodities.....	35.985	1.7	0.601	0.12	S-Aug.2025	1.3
Commodities less food, energy, and used cars and trucks.....	16.817	1.4	0.236	0.20	L-Oct.2023	1.4
Commodities less food.....	22.328	0.8	0.181	0.16	S-Aug.2025	0.2
Commodities less food and beverages.....	21.497	0.8	0.163	0.16	S-Aug.2025	0.2
Services.....	64.015	3.3	2.076	0.17	L-Sep.2025	3.6
Services less rent of shelter ¹⁵	28.929	3.4	0.986	0.26	S-Apr.2025	3.3
Services less medical care services.....	57.236	3.2	1.838	0.16	—	—
Durables.....	10.870	1.2	0.132	0.21	S-Jul.2025	1.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2025, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2025	Twelve Month				
		Unadjusted percent change Dec. 2024- Dec. 2025	Unadjusted effect on All Items Dec. 2024- Dec. 2025 ¹	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since: ³	
					Date	Percent change
Nondurables.....	25.115	1.9	0.469	0.14	S-Aug.2025	1.1
Nondurables less food.....	11.458	0.4	0.049	0.24	S-Aug.2025	-1.1
Nondurables less food and beverages.....	10.627	0.3	0.031	0.25	S-Aug.2025	-1.4
Nondurables less food, beverages, and apparel.....	8.166	0.2	0.016	0.26	S-Aug.2025	-1.8
Nondurables less food and apparel.....	8.998	0.4	0.034	0.25	S-Aug.2025	-1.5
Housing.....	44.448	3.6	1.590	0.18	L-Sep.2025	3.9
Education and communication ⁴	5.666	0.5	0.027	0.26	S-Sep.2025	0.4
Education ⁴	2.589	2.9	0.074	0.41	—	—
Communication ⁴	3.077	-1.5	-0.047	0.43	S-Sep.2025	-1.7
Information and information processing ⁴	3.022	-1.6	-0.049	0.44	S-Sep.2025	-1.9
Information technology, hardware and services ¹⁷	1.616	-0.2	-0.003	0.81	S-Sep.2025	-2.0
Recreation ⁴	5.246	3.0	0.159	0.36	L-Sep.2025	3.0
Video and audio ⁴	1.056	4.0	0.042	0.64	L-Sep.2023	4.0
Pets, pet products and services ⁴	1.163	3.5	0.041	0.90	L-Sep.2025	3.5
Photography ⁴	0.075	3.6	0.003	1.86	L-Apr.2024	3.6
Food and beverages.....	14.488	3.0	0.438	0.13	L-Sep.2025	3.0
Domestically produced farm food.....	6.697	1.9	0.127	0.19	L-Sep.2025	2.3
Other services.....	10.047	2.7	0.270	0.24	—	—
Apparel less footwear.....	1.888	0.5	0.009	0.85	L-Mar.2025	0.7
Fuels and utilities.....	4.443	6.7	0.290	0.66	L-Aug.2025	6.9
Household energy.....	3.347	7.4	0.239	0.84	L-Aug.2025	7.4
Medical care.....	8.283	3.2	0.261	0.60	L-Sep.2025	3.3
Transportation.....	16.437	0.4	0.063	0.31	S-Jul.2025	0.0
Private transportation.....	15.045	0.6	0.092	0.32	S-Jul.2025	0.1
New and used motor vehicles ⁴	7.348	0.5	0.035	0.19	S-May 2025	0.5
Utilities and public transportation.....	7.755	3.1	0.237	0.42	—	—
Household furnishings and operations.....	4.492	4.0	0.177	0.50	S-Aug.2025	3.9
Other goods and services.....	2.971	4.2	0.124	0.39	L-Jul.2024	4.2
Personal care.....	2.469	3.7	0.091	0.44	L-Apr.2024	3.7

¹ The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

⁴ Indexes on a December 1997=100 base.

⁵ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁶ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.

⁸ Indexes on a December 1986=100 base.

⁹ Indexes on a December 1993=100 base.

¹⁰ Indexes on a December 2009=100 base.

¹¹ Indexes on a December 1990=100 base.

¹² Indexes on a December 1983=100 base.

¹³ Indexes on a December 2001=100 base.

¹⁴ Indexes on a December 2019=100 base.

¹⁵ Indexes on a December 1982=100 base.

¹⁶ Indexes on a December 1996=100 base.

¹⁷ Indexes on a December 1988=100 base.

NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.