



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

August 25, 2026 - 6:30 PM

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

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

Robert Stockwell City Manager
Vacant City Attorney
Rachel Hughs City Clerk

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Labor Union Appreciation Week Proclamation. (Sharon McDonald, Mayor)

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

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

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

2. Approve the minutes for the Regular Commission Meeting on August 11, 2026. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, an agreement with the New Mexico Department of Cultural Affairs for receipt of a reimbursable General Obligations Bond award in the amount of \$167,218.90 for the Library for the purchase of library collections, equipment, and furniture. *(Eileen Flint, Community Services Director and Kim Underwood, Library Manager)*
4. Consider, and act upon, approving the Investment Report for the quarter ending Jun 30, 2026, in accordance with the City of Alamogordo Investment Ordinance. *(Evelyn Huff, Finance Director)*
5. Consider, and act upon, Resolution 2026-32 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 August 25, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider and act upon Resolution 2026-31, declaring 1221 Cuba Ave. to be so ruined, damaged, and dilapidated that it is a menace to public comfort, health, peace, or safety and ordering its abatement. *(David Kunihiro, Chief of Police, and Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**
7. Consider, and possible action, regarding implementing security improvements at Bonito Reservoir *(Robert Stockwell, City Manager; David Nunnolley, Utilities Director; Heather Casebolt, Interim Parks & Recreation Director and Evelyn Huff, Finance Director)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/12/2026

Report No: 1.

Submitted By: Sharon McDonald

Subject: Labor Union Appreciation Week Proclamation. *(Sharon McDonald, Mayor)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Proclamation only.

Background:

Recognizing the Union Labor workers.

Proclamation

The City of Alamogordo Executive Offices

Whereas, hard-working people across the City of Alamogordo prove that our community is filled with creative, dynamic, dedicated, talented workers in many career fields and specialties; and

Whereas, the right to organize and collectively bargain is a fundamental American value. Since it began in 1794, organized labor has raised living standards and built our middle class. It is the reason we have child labor laws, 40-hour work weeks, weekends, overtime, paid vacations, the minimum wage, sick leave, parental leave, OSHA, employment nondiscrimination, pensions, Social Security, health insurance, and so much more; and

Whereas, the opportunities many Americans enjoy today exist because their parents, grandparents, and great-grandparents fought for these basic rights and values. Their toil wove the fabric of our society. The values and principles upheld by the countless honorable laborers of the past and present, and their labor unions, continue to fuel the growth of our economy and a strong middle class; and

Whereas, today there is a vigorous fight to protect these rights and values, and during this Labor Union Appreciation Week, we reaffirm that collective bargaining is a cornerstone of the American economy and society. Public employees – including educators, health care workers, social workers, postal workers, ambulance drivers, clerks, police and correctional officers, firefighters, utility maintenance workers, construction workers, and others – as well as those in private industries - including electricians, plumbers, auto workers, carpenters, and others, are the foundation that makes the American dream a reality from sea to shining sea.

Now, therefore, I, Sharon McDonald, Mayor of the City of Alamogordo, New Mexico, do hereby proclaim the week of September 6-12, 2026, as:

“Labor Union Appreciation Week”

In Alamogordo, and call upon all residents to observe this week with appropriate programs, ceremonies, and activities that acknowledge the tremendous contributions of working Americans and their families to the prosperity and quality of life enjoyed by us all.



Sharon McDonald
Sharon McDonald, Mayor

Attest:

Rachel Hughes
Rachel Hughes, City Clerk

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/20/2026

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Regular Commission Meeting on August 11, 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
August 11, 2026**

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

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

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Reverend Sharon Avril from Owen Chapel AME Church, and the Pledge of Allegiance was led by Commissioner Hernandez.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

The audio was not working properly.

1. Evangelina Christensen stated that vehicles do not stop for people on crosswalks and requested police presence.
2. Nolan Ojeda introduced Sven Sears, the new Executive Director of MainStreet.
3. Kim Murillo supported the Sunspot resolution. She suggested a stronger public safety community relationship. She asked for civil trust.

CITY MANAGER'S REPORT

City Manager Stockwell said that, regarding a public comment at the last commission meeting about the palm trees, the city is reviewing the ordinances on dying trees.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Rardin asked about LEDA. Finance Director Huff advised that the next steps in the LEDA process were to do the first job creation audit in December 2026, per the PPA's. She said there was no minimum job requirement per year in the PPA's, only a final deadline in 2030.

Commissioner Burnett thanked everyone who supported the Color Splash Foundation.

Mayor McDonald thanked the Big Give. She said there were 19 teams that participated. One team repaired the Tularosa gravesides, and another worked at the Alameda Zoo. She thanked Holloman AFB for its Big Give work.

She announced that anyone interested in MAYAC should visit the Mayor's page. The first meeting is on September 12th.

Commissioner Pattillo asked for the audit update. City Manager Stockwell said that by the end of the month, we should be caught up. He asked about the natatorium. City Manager Stockwell stated that the goal was September 4th.

CONSENT AGENDA

1. Approve the minutes for the Regular Commission Meeting on July 28, 2026, and the Special Meeting on July 30, 2026. (Rachel Hughs, City Clerk)

2. Consider, and act upon, the Professional Services Contract between the Alamogordo Police Department and the Alamogordo Public Schools for three (3) School Resource Officers, as previously approved by the City Commission in the FY27 Budget. (David Kunihiro, Chief of Police)

Commissioner Hernandez moved to Approve the Consent Agenda.

Commissioner Robinson seconded the motion.

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

NEW BUSINESS

3. Update on license plate reader and live-view camera project. (David Kunihiro, Chief of Police)

At 6:57 p.m., Mayor McDonald called a brief recess, so the audio could be reset. The meeting resumed at 7:01, when the audio was working.

Chief Kunihiro gave a presentation on the Flock Safety license plate reader (LPR) system. He stated that the city was under a two-year agreement with Flock Safety. The platform can perform partial license plate searches and searches for vehicle characteristics, such as vehicle color or type. He said the cameras are located at fixed points and do not continuously track individuals. They capture images showing where a vehicle was observed at a specific time, the close-up of the license plate, and the direction of travel. They do not capture who is driving, occupant details, speed, owner registration, insurance, or immigration status, nor do they function as red-light or speed cameras. The system uses a "hot list" to alert officers when a vehicle associated with a crime or a wanted suspect is detected, with a 3 to 5-minute delay. Data is automatically purged from the system after 30 days unless downloaded and saved as evidence. Live view data from major intersection cameras is kept for 7 days. System access is restricted, and accounts must be created by the administrator. Policy requires a legitimate law-enforcement reason to perform any search, in accordance with NCIC standards. He provided the following information.

Stolen Vehicle: A reported stolen vehicle was quickly identified as being on a tow truck, allowing officers to confirm it was a legal repossession and preventing a high-risk felony traffic stop.

Sexual Assault: A general description of a food delivery driver's vehicle was used to narrow down the license plate, leading to the suspect's arrest within 30 minutes.

Armed Disturbance: A supervisor pulled footage from the 10th and Cuba camera showing a man with a gun. Officers located the vehicle within 2 minutes and determined the suspects were attempting to steal a manual transmission car, and the owner with the gun was defending his vehicle.

Midnight Shooting: Granular residential security footage of a vehicle was matched through Flock to identify a suspect who shot at two homes, resulting in the recovery of the weapon and nine felony charges within 4 hours.

Hit-and-Runs: The department's rate of hit-and-run crashes increased by 76%. Community and business partnerships were discussed. The city does not have access to Walmart's cameras or private doorbell systems like Ring unless shared. Data is shared with other local police agencies (e.g., Dallas, Texas) to track fleeing suspects, but not with federal agencies. The system is audited monthly, both programmatically and manually, to prevent misuse.

Commissioner Robinson asked if the department saves the collected data when an accident or crime occurs, rather than allowing it to be erased. Chief Kunihiro said yes. While live view footage from major intersections is normally only available for seven days, if officers utilize it for an investigation, they have the ability to download and permanently save it.

Commissioner Hernandez asked if anyone could log in to the system. Chief Kunihiro said no. Sergeant Rincon serves as the administrator responsible for manually creating accounts.

Mayor Pro-Tem Rardin asked whether the cameras use AI to build a continuous database that tracks citizens' movements as they drive past multiple cameras. Chief Kunihiro stated, technically, if a city has multiple cameras lined up consecutively, it will show consecutive reads of a vehicle passing southbound. However, Alamogordo's system is not configured that way; cameras are placed at various points to capture single, fixed-point reads rather than continuous tracking. Additionally, officers must have a legitimate, policy-compliant law enforcement reason to run any search.

City Manager Stockwell asked if the system automatically redacts faces in the video footage. Chief Kunihiro said no, the system does not do this automatically; the redactions shown in the presentation's demonstration video were manually completed by the City Clerk and her staff.

Commissioner Pattillo asked how the system helps staff in terms of personnel, and if it acts like having another officer or two. Chief Kunihiro stated that a single officer costs the city approximately \$94,000 a year in salary and benefits. The Flock system essentially places "an officer" at a fixed point 24 hours a day, 365 days a year to assist investigators.

Commissioner Hernandez asked if the police could extract driver's license, vehicle registration, insurance, or immigration information from the license plate reads. Chief Kunihiro said the Flock system itself does not display this information. However, officers can take the license plate number captured by Flock and run it through the NCIC database, which they already had access to before installing Flock.

Mayor Pro-Tem Rardin asked if the police have access to Flock cameras installed in local business parking lots. Chief Kunihiro said yes, but only if the business explicitly grants access. Mayor Pro-Tem Rardin asked if the city has access to private residential Ring doorbell cameras. Chief Kunihiro stated that the police department has no access to Ring cameras unless a resident willingly shares their footage with the department.

Commissioner Pattillo asked about potential "cons" of the system, specifically if there had been instances of it being hacked or weaponized against people. Chief Kunihiro stated he was not aware of any local instances of hacking. He said that Alamogordo does not share its data with federal agencies, only with other local police agencies. Commissioner Pattillo asked what policies and auditing practices are in place to prevent internal department misuse. Chief Kunihiro said the Flock software features built-in auditing that flags red flags, such as an officer running the same plate 10 times without justification. Additionally, the department conducts manual, human audits of the logs.

Commissioner Pattillo asked about the presentation of the contract and whether it was approved by the Commission rather than a public vote of the citizens. Finance Director Huff said it was approved by the Commission. He asked if it did not go to community-wide citizen consent for the installation of this. She said no, it was not a community vote. Mayor Pro-Tem Rardin asked if they remembered which meeting the Commission approved it. Finance Director Huff said it was brought before the Commission twice in 2024—first as a concept, and then a second time with Flock representatives after extensive due diligence to ensure procurement compliance. Chief Kunihiro said the first camera was installed in March 2025. Finance Director Huff said the Commission approved it in 2024.

Commissioner Burnett asked if the department has made plans to implement drone programs through the system. Chief Kunihiro said no, the department does not have the budget to do so. He noted that programs like "Drone as a First Responder" are highly effective at cutting response times and providing tactical overviews, but they are currently too expensive.

Mayor Pro-Tem Rardin asked how mobile camera trailers (such as those with flashing lights in parking lots) tie into the system. Chief Kunihiro stated that they do not talk to each other. He clarified that the mobile trailers seen at

Walmart and Hibbett Sports are nationwide corporate assets that do not belong to the city. The city leases one mobile trailer at Mesa Village from Better IT Services, which they can access to review footage if an incident occurs nearby.

Mayor McDonald asked Chief Kunihiro a series of questions. He did not have the exact numbers for most of the data metrics on hand and said he would look them up. She said he had already answered most of the questions earlier. He did answer her audit questions about how frequently searches are audited, who reviews them, and whether any improper searches have been found. He said Sergeant Rincon manually reviews the logged search history monthly, and no improper searches have been found to date.

4. Consider, and act upon, Resolution 2026-30 in support of pausing the proposed demolition of the Sunspot Observatory. (*City Manager, Robert Stockwell*) (Roll Call Vote Required)

City Manager Stockwell said the resolution was prepared in response to a request. He emphasized that the Sunspot Observatory is a tremendous asset to the community and that losing it would be a shame. He explained that the demolition is scheduled to begin in September, making it imperative that the Commission act quickly, since the item could not be included on the agenda of the prior meeting.

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

ADJOURNMENT

**Commissioner Robinson moved to Adjourn at 7:36 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 August 25.

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/15/2026

Report No: 3.

Submitted By: Kimberly Underwood

Subject: Consider, and act upon, an agreement with the New Mexico Department of Cultural Affairs for receipt of a reimbursable General Obligations Bond award in the amount of \$167,218.90 for the Library for the purchase of library collections, equipment, and furniture. *(Eileen Flint, Community Services Director and Kim Underwood, Library Manager)*

Fiscal Impact: \$167,218.90

Amount Budgeted: \$0.00

Fund: 032.7101.300.0000.53026 Supplies_Books, Periodicals, Audios

Additional Fiscal Impact:

Recommendation: Approve the agreement.

Background: Every two (2) years the State of New Mexico Department of Cultural Affairs awards public and tribal libraries throughout the state with General Obligation Bond award funding to aid in the expansion of library collections, equipment, furniture and fixtures. The funding award is based on the most recent population estimate through the Federal Census. This award will be expended during the span of three (3) fiscal years this time: (FY27, FY28 & FY29) on a reimbursement reporting basis.

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, (“**Department**”) or abbreviation such as “**NMSL**”, 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Alamogordo, City of** (“**Grantee**”) on behalf of the **Alamogordo Public Library**, (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“**Effective Date**”).

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC (“**Distribution of Funds**”); and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION DATE

- A. Project No. A24-I5398 (“**Project**”), 30-JUN-2029 (“**Reversion Date**”). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents (\$6,000,000.00), for equipment, library furniture, fixtures and supplemental library

resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

- B. Grantee's total reimbursements shall not exceed **One Hundred Sixty Seven Thousand Two Hundred Eighteen Dollars and Ni \$167,218.90** ("Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, Zero Dollars (\$0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("Adjusted Appropriation Amount").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
 - a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I(B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision

- of services, including professional services, or the purchase of tangible personal property and real property for the Project (“**Third Party Obligations**”); and
- d. Grantee’s submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. if no oversight entity is required to approve the transaction, the Department of Finance and Administration’s Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee’s submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed

in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. The Grantee designates the Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.
- B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.
 - a. Department: New Mexico State Library
 - i. Name: Carmelita Aragon
 - ii. Title: Library Development Services Bureau Chief
 - iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
 - iv. Email: Carmelita.Aragon@dca.nm.gov
 - v. Telephone: 505-476-9740

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

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of

the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

- ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date; or
 - c. **Ninety (90) days from the Reversion Date.**
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

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

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

XI. REPRESENTATIONS AND WARRANTIES

- A. Reliance by Department.
 - a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
 - b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so

throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department, in writing, of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

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

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

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

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

XVII. REQUIRED TERMINATION CLAUSE

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

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

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

- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

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

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

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Print Name and Title of Official with Authority to Bind Grantee

Date

DEPARTMENT OF CULTURAL AFFAIRS

Debra Garcia y Griego, Cabinet Secretary

Date

Greg Geisler, Division Director, CFO, Administration
Services Division

Date

Max DeAzevedo, General Counsel

Date

Eli Guinnee, State Librarian

Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

Revised 7/2025

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

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

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

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

II. Payment Computation

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

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

IV. Certifications

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

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

ASD Officer Date

Division Grant Manager Date

EXHIBIT C
Quarterly Reports Form and Certification

**OPTIONAL EXHIBIT D
SPECIAL CONDITIONS**

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

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

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

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

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

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

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

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

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

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

III. Purpose:

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

IV. Use of Information:

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

V. Safeguarding Information:

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

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.

[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.

[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.

[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.

[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter “the library bond program”) and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.

[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. “**Annual report**” means the report required annually by the state library from a public library.

B. “**Authorized expenditure period**” means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. “**Basic public library services**” means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. “**Equipment**” means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library’s clients.

E. “**Fiscal year**” means July 1 through June 30.

F. “**Legal service area**” means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually

acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. "Library resources" means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. "Library system" means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. "Local funding authority" means local or sovereign governments recognized by the department of finance and administration.

J. "Local public library" means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. "Rural library services" means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. "Supplemental funds" means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Processing materials, e.g., spine labels, barcodes, and other such items.
 - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.
- Library Equipment
 - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.
- Furniture
 - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.
- Fixtures
 - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

Non-Allowable Expenditures – State GO Bond funds **cannot** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/17/2026

Report No: 4.

Submitted By: Sue Ashe

Subject: Consider, and act upon, approving the Investment Report for the quarter ending Jun 30, 2026, in accordance with the City of Alamogordo Investment Ordinance. *(Evelyn Huff, Finance Director)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No fiscal impact.

Recommendation: Accept the Quarterly Investment Report for the period ending June 30, 2026.

Background: The City of Alamogordo ended the quarter with an investment portfolio totaling \$90,603,091.93. The portfolio was made up of:

State Investment Pool	\$ 6,675	or	0.01%
Short Term Investments	\$ 1,835,958	or	2.03%
US Treasury Notes/Agency Bonds	\$ 75,291,707	or	83.10%
Certificates of Deposits	\$ 13,468,752	or	14.86%
Total Investments:	\$ 90,603,092		100.00%

Total gains (losses) for the quarter ended June 30, 2026, on maturities and/or called agency notes were \$0. Interest earned during the quarter on a cash basis was \$760,854.

Interest Income Budget Comparison for all Funds is as follows:

Interest Earned Budget	\$ 2,854,896
Interest Received to Date	\$ 2,821,044 98.81% of budget

Note: The investments mature at different times throughout the year and 45.57% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and the Investment Summary is accrued interest of \$13,496.33.

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
ST. INVESTMENT POOL - COA	ST. INVEST POOL-COA		6,674.87	6,674.87	0	1.907%	DAILY	N/A
	CD		-	-	0	1.250%	02/07/27	02/07/18
	CD		-	-	0	1.250%	03/22/27	03/22/18
First Savings Bank (CD# 81187231)	CD		617,411.95	617,411.95	0	0.800%	02/11/29	02/10/19
First Savings Bank (CD# 81187926)	CD		300,381.58	300,381.58	0	1.250%	03/12/28	03/12/18
	CD		-	-	0	1.000%	02/07/27	02/07/18
First Savings Bank (CD# 13401520)	CD		1,173,136.01	1,173,136.01	0	1.000%	03/12/27	03/12/18
First Savings Bank (Money Market 2072498156)	MM		1,579,272.84	1,579,272.84		1.000%		02/22/23
	CD		-	-	0	1.650%	02/08/23	02/08/18
Pioneer Bank (CD#30100640)	CD		300,229.05	300,229.05	0	1.600%	02/12/27	02/12/18
Bank of the West (CD#029771907)	CD		0.16	0.16	0	1.600%	03/20/27	03/20/18
Washington Federal (CD# 172-200282-9)	CD		8.00	8.00	0	2.050%	03/22/23	03/22/18
	CD		-	-	0	1.250%	04/09/23	04/09/18
Moreton (Texas Exchange Bk Crowley)	CD	88241TJB7	249,798.29	249,640.00	(158)	0.950%	07/17/26	07/17/20
Moreton (Security Bk & TR CO Paris CD)	CD	814010CK8	250,000.00	246,692.50	(3,308)	0.450%	11/13/26	11/13/20
Moreton (Sunwest Bk Irvine Calif)	CD	86804DCT3	249,851.37	244,432.50	(5,419)	0.700%	03/05/27	03/05/21
Moreton (FNB Oxford BK)	CD	30259XAW2	249,840.75	244,200.00	(5,641)	0.750%	03/19/27	03/19/21
Moreton (Home Savings Bk Chanute KS)	CD	43733WAH6	248,991.78	244,267.50	(4,724)	0.800%	03/19/27	03/19/21
Moreton (Sandhills St Bk Bassett NEB)	CD	800037AP8	249,830.14	242,815.00	(7,015)	0.800%	05/21/27	05/21/21
Moreton (Toyota Finl Svgs BK)	CD	89235MLE9	250,000.00	249,385.00	(615)	0.950%	07/29/26	07/29/21
Moreton (Prime Alliance BK Utah)	CD	74160NHL7	250,000.00	233,882.50	(16,118)	1.000%	07/31/28	07/30/21
Moreton (Sallie Mae Bk Murray Utah)	CD	795451AT0	250,000.00	248,857.50	(1,143)	1.050%	08/25/26	08/25/21
Moreton (Farm Bur Bk FSB Sparks Nev)	CD	307660LN8	250,000.00	232,840.00	(17,160)	0.950%	09/08/28	09/10/21
Moreton (Henderson ST Bk Neb)	CD	425246AY1	250,000.00	232,100.00	(17,900)	0.850%	09/18/28	09/17/21
Moreton (Grant CNTY Bank Ulysses Kans)	CD	38762PDW9	250,000.00	239,492.50	(10,508)	0.150%	01/15/27	12/15/21
Moreton (Fidelity Co-Operative Bk)	CD	316077DW3	250,000.00	246,102.50	(3,898)	0.150%	01/26/27	01/26/22
Moreton (Discover BK Greenwood Del)	CD	254673F76	250,000.00	247,902.50	(2,098)	3.200%	06/01/27	06/01/22
Moreton (Capital One Bank)	CD	14042THS9	250,000.00	248,092.50	(1,908)	3.400%	07/20/27	07/20/22
Moreton (Saco & Biddeford Svgs)	CD	78577THR9	250,000.00	248,227.50	(1,773)	3.450%	07/21/27	07/21/22
Moreton (Drake Bk St Paul Minn)	CD	26144KAS6	250,000.00	247,250.00	(2,750)	3.450%	01/21/28	07/22/22
Moreton (Capital Cmnty BK Inc Provo UT)	CD	14005LBD0	250,000.00	246,380.00	(3,620)	3.500%	07/24/28	07/22/22
Moreton (Bankers Bk Madison)	CD	06610RCK3	250,000.00	247,877.50	(2,123)	3.800%	07/19/28	01/19/24
Moreton (Citizens Bk Batesville)	CD	173477BY5	250,000.00	247,537.50	(2,463)	3.850%	01/19/29	01/19/24
Moreton (New Rep Bk Charlotte North)	CD	64832JAW8	250,000.00	250,107.50	108	4.650%	11/24/26	05/24/24
Moreton (Bank Utah Ogden Utah)	CD	065427BX3	250,000.00	248,025.00	(1,975)	3.500%	09/28/29	09/25/24
Moreton (Security First Bk Lincoln Neb)	CD	81425PBT7	250,000.00	248,860.00	(1,140)	3.600%	09/28/29	09/25/24
Moreton (Maple City Svgs Bank)	CD	56511PBK3	250,000.00	247,707.50	(2,293)	3.500%	10/12/27	10/11/24
Moreton (Bankwest Inc Pierre SD)	CD	06652CJD4	250,000.00	243,310.00	(6,690)	3.600%	10/11/29	10/11/24
Moreton (First Premier Bk Sioux Falls)	CD	33610RVX8	250,000.00	242,622.50	(7,378)	3.600%	10/18/30	10/18/24
Moreton (Merit Bk Huntsville, AL)	CD	58986LAG4	250,000.00	248,832.50	(1,168)	4.050%	01/28/30	01/28/25
Moreton (Method Bk Wyandotte Okla)	CD	59151MBR4	250,000.00	249,440.00	(560)	4.350%	03/06/29	03/06/25
Moreton (First Finl Bk Dakota)	CD	32022RZF7	250,000.00	248,710.00	(1,290)	3.900%	03/24/28	03/25/25
Moreton (First St Bk Winchester Ohio)	CD	33650TAR1	250,000.00	248,260.00	(1,740)	4.300%	05/13/30	05/13/25
Moreton (West Gate Bk Lincoln Neb)	CD	95285QCP1	250,000.00	246,922.50	(3,078)	4.150%	05/16/30	05/16/25
Moreton (Celtic Bk Salt Lake City Utah)	CD	15118RV53	250,000.00	242,947.50	(7,053)	4.000%	05/17/32	05/16/25
Moreton (Medallion BK Utah)	CD	58404DXX4	250,000.00	246,862.50	(3,138)	4.000%	06/17/30	06/17/25
Moreton (Morgan Stanley Private BK)	CD	61768UVZ7	250,000.00	248,110.00	(1,890)	4.300%	06/21/30	06/23/25
Moreton (Truist BK)	CD	897926BR1	250,000.00	249,400.00	(600)	4.450%	06/27/30	06/27/25
Moreton (CFG CMNTY BK Lutherville MD)	CD	12527CME9	250,000.00	246,722.50	(3,278)	4.300%	06/30/32	06/30/25
Moreton (Generations Bk Rogers Ark)	CD	37149CBQ9	250,000.00	249,062.50	(938)	4.400%	07/18/30	07/18/25
Moreton (First Premier Bk Sioux Falls)	CD	33610RWR0	250,000.00	244,340.00	(5,660)	3.850%	07/22/31	07/22/25

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
Moreton (Freddie Mac)	FreddieMac	3134GXDF8	999,394.84	986,770.00	(12,625)	0.700%	11/24/26	12/11/20
Moreton (Freddie Mac)	FreddieMac	3134GW6C5	1,001,134.00	989,920.00	(11,214)	0.800%	10/28/26	04/05/21
Moreton (Federal Natl Mtg Assn)	Fed Natl Mtg Assn	3135G06L2	1,503,736.43	1,478,250.00	(25,486)	0.875%	12/18/26	04/05/21
Moreton (Federal Home Loan Bank)	Fed Natl Mtg Assn	3130ALDA9	1,995,863.80	1,959,760.00	(36,104)	1.000%	02/26/27	04/05/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM2C5	499,513.39	498,245.00	(1,268)	0.710%	08/10/26	08/11/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ELN34	997,473.37	969,580.00	(27,893)	0.875%	06/22/27	09/10/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EM3Q3	1,000,000.00	923,980.00	(76,020)	1.290%	02/26/29	09/10/21
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	997,870.00	980,970.00	(16,900)	0.830%	02/10/27	09/13/21
Moreton (Federal Home Loan banks)	Federal Home	3130AKYH3	993,000.00	980,970.00	(12,030)	0.830%	02/10/27	09/24/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENBR0	1,000,000.00	965,490.00	(34,510)	1.300%	10/20/27	10/25/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EMUB6	999,660.77	954,680.00	(44,981)	1.300%	03/23/28	12/13/21
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENAW0	499,649.07	471,145.00	(28,504)	1.300%	10/12/28	12/13/21
Moreton (Federal Home Loan Banks)	Federal Home	3130ALGL2	498,404.89	490,625.00	(7,780)	1.300%	02/26/27	12/17/21
Moreton (Federal Home Loan Banks)	Federal Home	3130AQUT8	999,337.13	987,340.00	(11,997)	2.010%	02/17/27	02/17/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENSU5	1,000,000.00	991,120.00	(8,880)	2.860%	03/29/27	03/30/22
Moreton (Federal Home Loan Bank)	Federal Home	3130ARGQ8	1,000,000.00	990,650.00	(9,350)	2.875%	04/14/27	04/14/22
Moreton (Freddie Mac)	FreddieMac	3134GXRM8	1,000,000.00	996,930.00	(3,070)	3.550%	05/18/27	05/18/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENVL1	997,748.56	995,010.00	(2,739)	3.840%	04/27/28	08/25/22
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ENYM6	998,833.99	989,340.00	(9,494)	3.780%	06/08/28	08/30/22
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZF5	\$996,180.78	980,360.00	(15,821)	4.000%	10/02/30	10/09/24
Moreton (Federal Home Loan Bank)	Federal Home	3130B2ZP3	\$1,022,055.23	1,001,537.75	(20,517)	4.000%	10/07/31	10/09/24
Moreton (Federal Home Loan Mtg Corp)	Federal Home	3134HBDM0	\$1,995,025.05	1,997,280.00	2,255	4.250%	03/27/30	03/27/25
Moreton (Freddie Mac)	FreddieMac	3134HBH27	\$998,502.55	990,960.00	(7,543)	4.000%	04/17/29	04/17/25
Moreton (Freddie Mac)	FreddieMac	3134HBHY0	\$999,128.49	993,610.00	(5,518)	4.125%	10/15/29	04/15/25
Moreton (Freddie Mac)	FreddieMac	3134HBQJ5	\$1,993,809.16	1,981,720.00	(12,089)	4.000%	04/17/30	04/17/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B6CG9	\$1,000,582.85	994,630.00	(5,953)	4.375%	05/22/29	05/22/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B6A30	\$998,937.09	994,620.00	(4,317)	4.400%	05/13/30	05/16/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B7HE7	\$2,503,742.84	2,475,175.00	(28,568)	4.140%	08/27/29	08/27/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETTR8	\$2,506,242.03	2,484,250.00	(21,992)	4.590%	08/25/31	08/25/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B7Q56	\$2,506,500.00	2,483,075.00	(23,425)	4.000%	09/11/28	09/11/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXV4	\$2,505,625.00	2,478,725.00	(26,900)	3.830%	09/15/28	09/25/25
Moreton (Freddie Mac)	FreddieMac	3134HBK83	\$2,509,326.42	2,499,325.00	(10,001)	4.000%	05/22/29	09/10/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETXP7	\$2,507,861.77	2,471,400.00	(36,462)	4.690%	09/15/32	09/24/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETL88	\$2,998,373.98	2,913,960.00	(84,414)	3.625%	10/24/31	10/29/25
Moreton (Federal Home Loan)	Federal Home	3130B8EH1	\$1,003,215.64	988,250.00	(14,966)	3.900%	11/13/29	11/13/25
Moreton (Federal Home Loan)	Federal Home	3134HCAU3	\$1,502,064.81	1,477,770.00	(24,294.81)	3.750%	11/23/29	11/28/25
Moreton (Fannie Mae)	Fannie Mae	3136GC2T1	\$999,286.88	985,890.00	(13,396.88)	3.800%	10/21/30	11/07/25
Moreton (Freddie Mac)	FreddieMac	3134HB4J7	\$1,501,050.25	1,477,920.00	(23,130.25)	3.750%	11/06/30	11/28/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM20	\$1,502,517.88	1,480,830.00	(21,687.88)	4.220%	10/27/31	11/07/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM53	\$1,754,643.01	1,714,897.80	(39,745.21)	4.660%	10/27/32	11/28/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B8CM2	\$1,502,144.37	1,474,515.00	(27,629.37)	4.500%	11/05/32	11/07/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ETM53	\$1,001,929.00	1,007,162.20	5,233.20	4.660%	10/27/32	12/17/25
Moreton (Federal Home Loan Bank)	Federal Home	3130B8XB3	\$1,003,558.35	985,280.00	(18,278.35)	4.700%	12/29/33	12/29/25
Moreton (Federal Farm Credit Bank)	Federal Farm	3133ET6D4	\$3,512,033.00	3,451,560.00	(60,473.00)	4.540%	01/05/33	01/14/26
Moreton (Federal Natl Mtg Assn)	Federal Natl	3136GCN68	\$3,000,000.00	2,940,720.00	(59,280.00)	4.020%	02/17/33	02/17/26
Moreton (Federal Home Loan Mtg)	Federal Home	3134HCXW4	\$1,000,000.00	979,900.00	(20,100.00)	3.800%	03/01/31	03/19/26
Moreton (Federal Farm Credit Bank)	Federal Farm	3133EWEN6	\$1,001,000.00	978,960.00	(22,040.00)	3.840%	02/25/30	03/09/26
Moreton (Federal Home Loan Banks)	Federal Home	3130B9Q37	\$2,488,750.00	2,457,000.00	(31,750.00)	4.350%	03/17/33	03/23/26
Moreton (Federal Natl Mtg Assn)	Federal Natl	3136GD5C3	\$1,500,000.00	1,476,135.00	(23,865.00)	4.050%	04/22/31	04/22/26
Moreton (Federal Home Loan Bank)	Federal Home	3130BAFX0	\$1,998,000.00	1,985,600.00	(12,400.00)	4.650%	05/04/33	05/14/26
Moreton (Federal Home Loan Bank)	Federal Home	3130BAKC0	\$1,000,000.00	996,630.00	(3,370.00)	4.150%	11/06/28	05/14/26
Moreton (Federal Home Loan Bank)	Federal Home	3130BAKU0	\$998,000.00	993,430.00	(4,570.00)	4.650%	05/19/32	06/10/26

INSTITUTION INVESTED IN	INV TYPE	CUSIP	INVESTMENT AMOUNT BOOK VALUE	MARKET VALUE	MARKET GAIN (LOSS)	RATE OF RETURN	MATURITY DATE	PURCHASE DATE
AVERAGE							99	
Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016								
Moreton Capital Markets Money Market and Cash			\$1,835,958.47	1,835,958.47	0	varies	N/A	N/A
Wells Fargo ST Money Market 6810881786			-	-	0	varies	N/A	N/A
Wells Fargo - PHA account			-	-	0	varies	N/A	N/A
TOTAL			90,603,092	89,345,143.18	(1,257,948.75)			
US Treasury Notes/Agency Bonds - WF / RBC			75,291,706.67	83%				
State Investment Pool			\$6,674.87	0%				
Certificate of Deposits			13,468,751.92	15%				
Money Market Accounts			1,835,958.47	2%				
			90,603,091.93	1.00				

CITY OF ALAMOGORDO
COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **June 30, 2026**

<u>Financial Institution</u>	<u>Amount of City Funds</u>	<u>FDIC Amount</u>	<u>Amount Uninsured</u>	<u>Required Collateral per NMSA 1978 6-10-17</u>	<u>Amount to be Collateralized</u>	<u>Collateral Pledged by Financial Institutions</u>	<u>Over/(Under) Pledged</u>	<u>At Risk</u>
1) State Treasurer's Pool - COA	\$ 6,675	n/a			-			-
Wells Fargo	\$ 11,039,160							
Wells Fargo - PHA	\$ -	-	\$ -					
	<u>\$ 11,039,160</u>	250,000	\$ 10,789,160	50.00%	5,394,580	10,777,632.22	5,383,052	11,528
2) Moreton Capital Markets								
a. Cash and Money Market	\$ 1,835,958	1,835,958						
Certificates of Deposit	\$ 9,498,312	9,498,312	\$ -					
b. Securities	<u>\$ 75,291,707</u>	n/a						
	<u>\$ 86,625,977</u>							
First National - Alamogordo	\$ 5,128,235	250,000	\$ 4,878,235	50.00%	2,439,118	4,599,056.04	2,159,938	279,179
First Savings Bank	\$ 3,670,202	250,000	\$ 3,420,202	50.00%	1,710,101	3,296,336.69	1,586,236	123,866
Bank '34	\$ -	-	\$ -	50.00%	-	-	-	-
Pioneer Bank	\$ 300,229	250,000	\$ 50,229	50.00%	25,115	177,027.24	151,913	(126,798)
Bank of the West	\$ 0	-	\$ 0	50.00%	0	-	(0)	0
Washington Federal	\$ 8	-	\$ 8	50.00%	-	-	-	8
3) New Mexico Finance Authority	\$ 3,129,203	n/a						
TOTAL	\$ 109,899,690		\$ 19,137,835		9,568,913	18,850,052.19	\$ 9,281,139	\$ 287,783

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

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

MONTH	(1) TOTAL INVESTMENTS	(2) RETURN ON INVESTMENTS	(3) YIELDS ON INVESTMENTS	TOTAL RETURN ON INVESTMENTS
July 2025	90,860,477	51,861	0.685%	51,861
August 2025	91,144,030	283,553	3.733%	283,553
September 2025	91,548,623	404,593	5.303%	404,593
October 2025	91,819,699	271,076	3.543%	271,076
November 2025	92,071,012	251,314	3.275%	251,314
December 2025	89,246,589	175,577	2.361%	175,577
January 2026	89,288,562	41,974	0.564%	41,974
February 2026	89,545,472	256,910	3.443%	256,910
March 2026	89,860,078	314,606	4.201%	314,606
April 2026	90,260,851	400,774	5.328%	400,774
May 2026	90,506,961	246,110	3.263%	246,110
June 2026	90,616,588	109,627	1.452%	109,627
ANNUAL AVERAGE	90,564,078	233,998	3.0960%	\$233,998
12 MONTH TOTALS		2,807,972	3.1005%	2,807,972
			This Quarter	756,511

- (1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)
(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS
(3) AVERAGE YIELD ON INVESTMENTS

CITY OF ALAMOGORDO
INVESTMENT SUMMARY
BY FUND
June 30, 2026

FUND NO.	FUND DESCRIPTION	PER FUND INVESTMENT
11	GENERAL OPERATING	7,612,834.55
28	POLICE CONTINGENCY	60,052.52
31	CEMETERY-PERPETUAL CARE	830,776.69
33	FIRE PROTECTION FUND	2,221,855.21
37	ST HIGHWAY CLEANUP	72,458.75
38	TRAFFIC SAFETY	28,460.74
42	84 GRT	3,213,595.00
49	86 GRT	5,886,066.65
53	GO BOND P&I	3,045.02
61	91 GRT INFRASTRUCTURE	2,703,220.69
69	94 GROSS RECEIPTS TAX	7,092,450.29
74	SENIOR GIFT FUND	99,634.76
81	WATER/SEWER OPERATIONS	17,794,715.66
82	1998 JT. WATER/SEWER BOND P&I	-
86	SOLID WASTE	1,326,490.27
88	BONITO LAKE	382,591.62
89	ESGRT .0625%	2,462,622.69
94	LANDFILL OPERATIONS	4,920,878.42
96	FLEET COLLISION	182,770.30
104	UTILITY DEPOSITS	678,181.76
105	ECONOMIC DEVELOPMENT GRT	949,532.60
109	2004 CAPITAL OUTLAY GRT	20,948,399.80
114	SIDEWALK REVOLVING LOANS	2.41
119	11 GRT REF/IMP REV BOND	8,410.75
121	2015 GO BONDS-FUN CENTER	99,970.43
122	2015 GO BONDS - STREETS	193,738.28
124	AMERICAN RESCUE PLAN ACT	1,145,266.19
125	CANNABIS REGULATION ACR	309,428.70
126	LG ABATEMENT FUND	950,350.71
127	QUALITY OF LIFE CAPITAL	8,438,786.80
TOTAL:		90,616,588.26

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/17/2026

Report No: 5.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2026-32 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 August 25, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: Beginning Cash Balances - \$106,805,529

Revenues - \$65,816 increase

Expenditures - \$204,893 Increase

Transfers In - \$93,538 change

Transfers Out - \$93,538 change

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2025-2026 budget on July 30, 2025. Resolution 2026-23 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

**ALL FUNDS SUMMARY
BUDGET 2026-2027**

1/12TH REQ RSRV
1,845,788
1/12TH REQ RSRV
0
Fund Reserve Policy
0
Bal. Remaining
1,359,999

FUND NO.	FY 2026-2027 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	8,604,847	26,453,601	3,470,000	13,173,201	(9,703,201)	22,149,460	3,205,787	1,845,788	1,359,999
12	INTERNAL SERVICE FUND	397,984	276,405	6,467,875	0	6,467,875	7,142,172	92		\$92
15	CORRECTIONS-JAIL	28,895	56,000	0	0	0	74,997	9,898		\$9,898
16	LODGER'S TAX-PROMOTIONAL FUND	700	0	261,500	0	261,500	262,032	168		\$168
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		\$8,638
19	COURT AUTOMATION FUND	98,743	0	0	98,743	(98,743)	0	0		\$0
20	LODGER'S TAX-CITY	3,301	28,000	337,200	0	337,200	368,491	10		\$10
21	D.A.R.E. DONATIONS FUND	49,766	1,186	0	0	0	45,300	5,652		\$5,652
24	GRANT CAPITAL IMPROVEMENT	0	5,325,434	1,260,112	0	1,260,112	3,204,016	3,381,530		\$3,381,530
27	MUNICIPAL COURT OPERATIONS	1,900	8,000	617,493	50,000	567,493	575,262	2,131		\$2,131
28	POLICE CONTINGENCY	65,800	2,006	0	0	0	5,500	62,306		\$62,306
31	CEMETERY-PERPETUAL CARE	858,521	40,485	0	0	0	0	899,006		\$899,006
32	COMMUNITY SERVICES	4,775	544,145	6,225,056	0	6,225,056	6,773,045	931		\$931
33	FIRE PROTECTION	2,413,222	977,295	0	0	0	3,326,536	63,981		\$63,981
35	HIDTA GRANT FUND	0	0	0	0	0	0	0		\$0
36	LAW ENFORCEMENT FUND	9,507	170,000	0	0	0	179,507	0		\$0
37	STATE HIGHWAY FUND	198,171	33,621	0	0	0	8,813	222,979		\$222,979
38	TRAFFIC SAFETY FUND	37,205	16,699	0	0	0	5,808	48,096		\$48,096
39	STATE JUDICIAL	20,847	8,500	0	0	0	8,500	20,847		\$20,847
42	1984 GROSS RECEIPTS TAX	3,298,337	2,588,592	0	4,167,083	(4,167,083)	43,500	1,676,346	325,415	\$1,350,931
44	TRANSPORTATION FUND	39,000	1,224,235	4,019,830	575,376	3,444,454	4,686,434	21,255		\$21,255
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		\$0
49	1986 GROSS RECEIPTS TAX	6,353,329	2,725,326	0	5,259,854	(5,259,854)	1,327,738	2,491,063	464,941	\$2,026,122
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		\$85,010
53	GENERAL OBLIGATION	1,163,831	1,336,197	0	0	0	1,292,546	1,207,482	646,273	\$561,209
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	0	0	0	0	20,950		\$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0		\$0
59	REVENUE BOND P & I FUND	0	0	2,560,172	0	2,560,172	2,558,891	1,281		\$1,281
61	MUNICIPAL INFRASTRUCTURE .0625%	3,117,976	712,452	0	1,640,432	(1,640,432)	10,875	2,179,121		\$2,179,121
63	COMMUNITY DEVELOPMENT	1,000	44,100	1,483,100	62,228	1,420,872	1,461,811	4,161		\$4,161
69	1994 GROSS RECEIPTS	7,137,721	2,692,825	0	2,108,523	(2,108,523)	43,500	7,678,523	1,608,933	\$6,069,590
71	ALAMO SENIOR CENTER	2,430	800,830	1,035,763	0	1,035,763	1,837,023	2,000		\$2,000
74	ALAMO SENIOR CENTER GIFT	114,889	11,329	0	0	0	60,099	66,119		\$66,119
75	RETIRED & SENIOR VOL. PROGRAM	0	0	0	0	0	0	0		\$0
81	WATER/SEWER OPERATING	18,881,120	48,263,578	3,434,141	4,847,911	(1,413,770)	32,066,059	33,664,869	3,716,988	\$29,947,881
82	98 JT WATER/SEWER BOND P&I	375,992	0	3,345,543	0	3,345,543	3,346,837	374,698		\$374,698
86	SOLID WASTE COLLECTION SYS.	1,620,799	2,606,309	0	82,868	(82,868)	2,916,759	1,227,481	0	\$1,227,481
88	BONITO CAMPGROUND	424,288	12,780	0	0	0	160,000	277,068		\$277,068
89	ESGRT .0625%	3,072,970	622,155	0	1,000,000	(1,000,000)	562,401	2,132,724		\$2,132,724

**ALL FUNDS SUMMARY
BUDGET 2026-2027**

1/12TH REQ RSRV
1,845,788
1/12TH REQ RSRV
0
Fund Reserve Policy
0
Bal. Remaining
1,359,999

FUND NO.	FY 2026-2027 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
90	GOLF COURSE	3,000	1,461,050	752,850	0	752,850	2,215,291	1,609		\$1,609
91	AIRPORT	3,267	671,468	244,835	0	244,835	918,089	1,481		\$1,481
94	OTERO GREENTREE REG LANDFILL	5,046,589	2,653,233	0	0	0	3,436,295	4,263,527	3,023,988	\$1,239,539
96	SELF-INSURED FUND	218,827	7,149	0	0	0	155,865	70,111		\$70,111
98	PAYROLL CLEARING	368,907	0	0	0	0	0	368,907		\$368,907
104	UTILITY DEPOSITS	849,782	0	0	0	0	0	849,782		\$849,782
105	ECONOMIC DEVELOPMENT	1,041,163	0	0	0	0	75,000	966,163		\$966,163
107	SELF INSURED/LIABILITY	0	24,794	0	0	0	0	24,794		\$24,794
109	2004 GRT CAPITAL OUTLAY	21,180,536	5,670,526	0	1,844,044	(1,844,044)	7,152,495	17,854,523	1,265,880	\$16,588,643
114	SIDEWALKS REVOLVING LOANS	948	0	0	0	0	0	948		\$948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		\$1,000
119	2012 GRT REF/IMP REVBD	36,382	0	0	0	0	21,474	14,908		\$14,908
121	2015 GO BONDS-FUN CENTER	100,317	0	0	0	0	0	100,317		\$100,317
122	2015 GO BONDS-STREETS	194,387	0	0	0	0	0	194,387		\$194,387
124	AMERICAN RESCUE PLAN ACT	1,158,531	66,498	0	0	0	693,419	531,610		\$531,610
125	CANNABIS GRT	586,207	288,979	0	870,000	(870,000)	0	5,186		\$5,186
126	OPOID FUNDS	982,487	13,054	0	0	0	0	995,541		\$995,541
127	QUALITY OF LIFE CAPITAL	16,520,736	1,391,789	0	0	0	350,924	17,561,601		\$17,561,601
TOTALS FY2027		106,805,529	109,830,625	35,780,263	35,780,263	0	111,787,557	104,848,597	12,898,206	91,950,391

ALL FUNDS SUMMARY

BUDGET 2026-2027

1/12TH REQ RSRV
1,845,788
1/12TH REQ RSRV
0
Fund Reserve Policy
0
Bal. Remaining
1,359,999

FY27 BUDGET - RESOLUTION 2026-32 (#2) August 25, 2026

FUND NO.	FY 2026-2027 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	8,604,847	26,475,090	3,470,000	13,156,851	(9,686,851)	22,148,020	3,245,066	1,845,788	1,399,278
	#2027-2577 Special Events				3,100	(3,100)		(3,100)		(3,100)
	#2027-124 Printing					0	1,165	(1,165)		(1,165)
	#2027-133 Printing					0	55	(55)		(55)
	#2027-329 Printing					0	55	(55)		(55)
	#2027-704 Printing					0	110	(110)		(110)
	#2027-814 Printing					0	55	(55)		(55)
	#2027-843 Tuition Reimbursement				2,000	(2,000)		(2,000)		(2,000)
	#2027-999 Special Events				11,250	(11,250)		(11,250)		(11,250)
	#2027-1126 SRO Revenue		(21,489)			0		(21,489)		(21,489)
	Total Revised Fund 11	8,604,847	26,453,601	3,470,000	13,173,201	(9,703,201)	22,149,460	3,205,787	1,845,788	1,359,999
12	INTERNAL SERVICE FUND	397,984	276,405	6,465,875	0	6,465,875	7,140,172	92		92
	#2027-843 Tuition Reimbursement			2,000		2,000	2,000	0		0
	Total Revised Fund 12	397,984	276,405	6,467,875	0	6,467,875	7,142,172	92		92
15	CORRECTIONS-JAIL	28,895	56,000	0	0	0	74,997	9,898		9,898
	Total Revised Fund 15	28,895	56,000	0	0	0	74,997	9,898		9,898
16	LODGER'S TAX-PROMOTIONAL FUND	700	0	261,500	0	261,500	262,032	168		168
	Total Revised Fund 16	700	0	261,500	0	261,500	262,032	168		168
17	POLICE COURT BOND	8,638				0		8,638		\$8,638
	Total Revised Fund 17	8,638	0	0	0	0	0	8,638		8,638
19	COURT AUTOMATION FUND	98,743	0	0	98,743	(98,743)		0		0
	Total Revised Fund 19	98,743	0	0	98,743	(98,743)	0	0		0
20	LODGER'S TAX-CITY	3,301	28,000	334,100	0	334,100	365,391	10		10
	#2027-2577 Special Events			3,100		3,100	3,100	0		0
	Total Revised Fund 20	3,301	28,000	337,200	0	337,200	368,491	10		10
21	D.A.R.E. DONATIONS FUND	49,766	1,186	0	0	0	45,300	5,652		5,652
	Total Revised Fund 21	49,766	1,186	0	0	0	45,300	5,652		5,652
24	GRANT CAPITAL IMPROVEMENT	0	5,325,434	1,260,112	0	1,260,112	3,204,016	3,381,530		3,381,530
	Total Revised Fund 24	0	5,325,434	1,260,112	0	1,260,112	3,204,016	3,381,530		3,381,530
27	MUNICIPAL COURT OPERATIONS	1,900	8,000	617,493	50,000	567,493	575,171	2,222		2,222
	#2027-2416 Law Books					0	91	(91)		(91)
	Total Revised Fund 27	1,900	8,000	617,493	50,000	567,493	575,262	2,131		2,131
28	POLICE CONTINGENCY	65,800	2,006	0	0	0	5,500	62,306		62,306
	Total Revised Fund 28	65,800	2,006	0	0	0	5,500	62,306		62,306
31	CEMETERY-PERPETUAL CARE	858,521	40,485			0		899,006		899,006
	Total Revised Fund 31	858,521	40,485	0	0	0	0	899,006		899,006
32	COMMUNITY SERVICES	4,775	509,145	6,213,806	0	6,213,806	6,726,795	931		931
	#2027-325 Otero County Grant		35,000			0	35,000	0		0
	#2027-999 Special Events			11,250		11,250	11,250	0		0
	Total Revised Fund 32	4,775	544,145	6,225,056	0	6,225,056	6,773,045	931		931

33	FIRE PROTECTION	2,413,222	977,295	0	0	0	3,326,536	63,981		63,981
	Total Revised Fund 33	2,413,222	977,295	0	0	0	3,326,536	63,981	0	63,981
35	HIDTA GRANT FUND	0				0		0		0
	Total Revised Fund 35	0	0	0	0	0	0	0		0
36	LAW ENFORCEMENT FUND	9,507	170,000	0	0	0	170,000	9,507		9,507
	#2027-1139 LEPF Reversion					0	9,507	(9,507)		(9,507)
	Total Revised Fund 36	9,507	170,000	0	0	0	179,507	0		0
37	STATE HIGHWAY FUND	198,171	33,621	0	0	0	8,813	222,979		222,979
	Total Revised Fund 37	198,171	33,621	0	0	0	8,813	222,979		222,979
38	TRAFFIC SAFETY FUND	37,205	16,699	0	0	0	5,808	48,096		48,096
	Total Revised Fund 38	37,205	16,699	0	0	0	5,808	48,096		48,096
39	STATE JUDICIAL	20,847	8,500	0	0	0	8,500	20,847		20,847
	Total Revised Fund 39	20,847	8,500	0	0	0	8,500	20,847		20,847
42	1984 GROSS RECEIPTS TAX	3,298,337	2,588,592	0	4,089,895	(4,089,895)	43,500	1,753,534	325,415	1,428,119
	#2027-510 White Sands Repair				77,188	(77,188)		(77,188)		(77,188)
	Total Revised Fund 42	3,298,337	2,588,592	0	4,167,083	(4,167,083)	43,500	1,676,346	325,415	1,350,931
44	TRANSPORTATION FUND	39,000	1,224,235	3,942,642	575,376	3,367,266	4,609,246	21,255		21,255
	#2027-510 White Sands Repair			77,188		77,188	77,188	0		0
	Total Revised Fund 44	39,000	1,224,235	4,019,830	575,376	3,444,454	4,686,434	21,255		21,255
48	NEW MEXICO C.D.B.G.	0				0		0		0
	Total Revised Fund 48	0	0	0	0	0	0	0		0
49	1986 GROSS RECEIPTS TAX	6,353,329	2,725,326	0	5,259,854	(5,259,854)	1,327,738	2,491,063	464,941	2,026,122
	Total Revised Fund 49	6,353,329	2,725,326	0	5,259,854	(5,259,854)	1,327,738	2,491,063	464,941	2,026,122
50	PROPERTY ACQUISITION	85,010	0			0	0	85,010		85,010
	Total Revised Fund 50	85,010	0	0	0	0	0	85,010		85,010
53	GENERAL OBLIGATION	1,163,831	1,336,197	0	0	0	1,292,546	1,207,482	646,273	561,209
	Total Revised Fund 53	1,163,831	1,336,197	0	0	0	1,292,546	1,207,482	646,273	561,209
54	REVERSE OSMOSIS PROJECT RSV	20,950				0		20,950		20,950
	Total Revised Fund 54	20,950	0	0	0	0	0	20,950		20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	264,793	0	264,793	264,793	0		0
	Total Revised Fund 56	0	0	264,793	0	264,793	264,793	0		0
59	REVENUE BOND P & I FUND	0		2,560,172		2,560,172	2,558,891	1,281		1,281
	Total Revised Fund 59	0	0	2,560,172	0	2,560,172	2,558,891	1,281		1,281
61	MUNICIPAL INFRASTRUCTURE .0625%	3,117,976	712,452	0	1,640,432	(1,640,432)	10,875	2,179,121		2,179,121
	Total Revised Fund 61	3,117,976	712,452	0	1,640,432	(1,640,432)	10,875	2,179,121		2,179,121
63	COMMUNITY DEVELOPMENT	1,000	44,100	1,483,100	62,228	1,420,872	1,461,811	4,161		4,161
	Total Revised Fund 63	1,000	44,100	1,483,100	62,228	1,420,872	1,461,811	4,161		4,161
69	1994 GROSS RECEIPTS	7,137,721	2,692,825	0	2,108,523	(2,108,523)	43,500	7,678,523	1,608,933	6,069,590
	Total Revised Fund 69	7,137,721	2,692,825	0	2,108,523	(2,108,523)	43,500	7,678,523	1,608,933	6,069,590
71	ALAMO SENIOR CENTER	2,430	748,525	1,035,763	0	1,035,763	1,784,718	2,000		2,000
	#2027-1243 Otero County Grant		52,305			0	52,305	0		0
	Total Revised Fund 71	2,430	800,830	1,035,763	0	1,035,763	1,837,023	2,000		2,000
74	ALAMO SENIOR CENTER GIFT	114,889	11,329	0	0	0	60,099	66,119		66,119
	Total Revised Fund 74	114,889	11,329	0	0	0	60,099	66,119		66,119
75	RETIRED & SENIOR VOL. PROGRAM	0	0	0	0	0	0	0		0
	Total Revised Fund 75	0	0	0	0	0	0	0		0
81	WATER/SEWER OPERATING	18,881,120	48,263,578	3,434,141	4,847,911	(1,413,770)	32,053,047	33,677,881	3,716,988	29,960,893
	#2027-2117 Radars					0	13,012	(13,012)		(13,012)
	Total Revised Fund 81	18,881,120	48,263,578	3,434,141	4,847,911	(1,413,770)	32,066,059	33,664,869	3,716,988	29,947,881
82	98 JT WATER/SEWER BOND P&I	375,992	0	3,345,543	0	3,345,543	3,346,837	374,698		374,698
	Total Revised Fund 82	375,992	0	3,345,543	0	3,345,543	3,346,837	374,698	0	374,698
86	SOLID WASTE COLLECTION SYS.	1,620,799	2,606,309	0	82,868	(82,868)	2,916,759	1,227,481		1,227,481
	Total Revised Fund 86	1,620,799	2,606,309	0	82,868	(82,868)	2,916,759	1,227,481	0	1,227,481

88	BONITO CAMPGROUND	424,288	12,780	0	0	0	160,000	277,068		277,068
	Total Revised Fund 88	424,288	12,780	0	0	0	160,000	277,068	0	277,068
89	ESGRT .0625%	3,072,970	622,155	0	1,000,000	(1,000,000)	562,401	2,132,724		2,132,724
	Total Revised Fund 89	3,072,970	622,155	0	1,000,000	(1,000,000)	562,401	2,132,724	0	2,132,724
90	GOLF COURSE	3,000	1,461,050	752,850	0	752,850	2,215,291	1,609		1,609
	Total Revised Fund 90	3,000	1,461,050	752,850	0	752,850	2,215,291	1,609	0	1,609
91	AIRPORT	3,267	671,468	244,835	0	244,835	918,089	1,481		1,481
	Total Revised Fund 91	3,267	671,468	244,835	0	244,835	918,089	1,481	0	1,481
94	OTERO GREENTREE REG LANDFILL	5,046,589	2,653,233	0	0	0	3,436,295	4,263,527		4,263,527
	Total Revised Fund 94	5,046,589	2,653,233	0	0	0	3,436,295	4,263,527	0	4,263,527
96	SELF-INSURED FUND	218,827	7,149	0	0	0	155,865	70,111		70,111
	Total Revised Fund 96	218,827	7,149	0	0	0	155,865	70,111	0	70,111
98	PAYROLL CLEARING	368,907				0		368,907		368,907
	Total Revised Fund 98	368,907	0	0	0	0	0	368,907	0	368,907
104	UTILITY DEPOSITS	849,782				0		849,782		849,782
	Total Revised Fund 104	849,782	0	0	0	0	0	849,782	0	849,782
105	ECONOMIC DEVELOPMENT	1,041,163	0	0	0	0	75,000	966,163		966,163
	Total Revised Fund 105	1,041,163	0	0	0	0	75,000	966,163		966,163
107	SELF INSURED/LIABILITY	0	24,794	0	0	0	0	24,794		24,794
	Total Revised Fund 107	0	24,794	0	0	0	0	24,794	0	24,794
109	2004 GRT CAPITAL OUTLAY	21,180,536	5,670,526	0	1,844,044	(1,844,044)	7,152,495	17,854,523	1,265,880	16,588,643
	Total Revised Fund 109	21,180,536	5,670,526	0	1,844,044	(1,844,044)	7,152,495	17,854,523	1,265,880	16,588,643
114	SIDEWALKS REVOLVING LOANS	948				0		948		948
	Total Revised Fund 114	948	0	0	0	0	0	948	0	948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 114	1,000	0	0	0	0	0	1,000	0	1,000
119	2012 GRT REF/IMP REVBD	36,382	0	0	0	0	21,474	14,908		14,908
	Total Revised Fund 119	36,382	0	0	0	0	21,474	14,908		14,908
121	2015 GO BONDS-FUN CENTER	100,317				0		100,317		100,317
	Total Revised Fund 121	100,317	0	0	0	0	0	100,317		100,317
122	2015 GO BONDS-STREETS	194,387				0		194,387		194,387
	Total Revised Fund 122	194,387	0	0	0	0	0	194,387		194,387
124	AMERICAN RESCUE PLAN ACT	1,158,531	66,498	0	0	0	693,419	531,610		531,610
	Total Revised Fund 124	1,158,531	66,498	0	0	0	693,419	531,610		531,610
125	CANNABIS GRT	586,207	288,979	0	870,000	(870,000)		5,186		5,186
	Total Revised Fund 125	586,207	288,979	0	870,000	(870,000)	0	5,186		5,186
126	OPOID FUNDS	982,487	13,054	0	0	0		995,541		995,541
	Total Revised Fund 126	982,487	13,054	0	0	0	0	995,541	0	995,541
127	QUALITY OF LIFE CAPITAL	16,520,736	1,391,789	0	0	0	350,924	17,561,601		17,561,601
	Total Revised Fund 127	16,520,736	1,391,789	0	0	0	350,924	17,561,601	0	17,561,601
		0	0			0		0		0
		0	0	0	0	0	0	0		0
TOTALS FY2024		106,805,529	109,830,625	35,780,263	35,780,263	0	111,787,557	104,848,597	9,874,218	94,974,379

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	1	2117												
BUA	081.600.5603.0000.57011.				07/21/2026	RFQ radars RFQrad RFQrad				T CAPITAL-EQUIPMENT Vega RFQ-Radars		5	13,012.00	
						Updating/Unifying systems across Utilities.							.00	.00
BUA	081.000.0000.0000.30301.				07/21/2026	RFQ radars RFQrad RFQrad				APPROPRIATIONS				13,012.00
BUA	081.000.0000.0000.30302.				07/21/2026	RFQ radars RFQrad RFQrad				BUDGET FUND BAL - UNRESERVED			13,012.00	
										SYSTEM GENERATED ENTRIES TOTAL			13,012.00	13,012.00
										JOURNAL 2027/01/2117 TOTAL			13,012.00	13,012.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	1	2416												
BUA	027.700.1201.0000.56002.									OTHER-BOOKS & PUBLICATIONS	5		91.00	
	07/24/2026	Law books	Books	Law books						T Books and Publications				
		Court needing to purchase the new Official New Mexico Criminal & Traffic Manual; 2026 edition												
		[2026-07-27 08:56:35 leslie.budner]:												
													.00	.00
BUA	027.000.0000.0000.30301.									APPROPRIATIONS				91.00
	07/24/2026	Law books	Books	Law books										
BUA	027.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			91.00	
	07/24/2026	Law books	Books	Law books										
										SYSTEM GENERATED ENTRIES TOTAL			91.00	91.00
										JOURNAL 2027/01/2416 TOTAL			91.00	91.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
												LINE	DESC				
2027	1	2577															
BUA	020.800.0407.0000.56015.												OTHER-SPECIAL EVENTS	5		3,100.00	
	07/27/2026 Events											T					
	[2026-07-27 14:51:40												hector.vasquez]:				
This budget transfer is requested to provide funding for the remaining 2026 4th Friday Community Events scheduled for Friday, August 28, 2026, from 7:00 p.m. to 11:00 p.m., and Friday, September 18, 2026, from 7:00 p.m. to 11:00 p.m., at Washington Park. These free community events provide family-friendly entertainment while supporting local businesses, food vendors, community organizations, and tourism. The requested funding includes \$1,600 for live entertainment, consisting of a base performance fee of \$600 per event and an additional \$200 per event to provide flexibility during contract negotiations. This negotiation allowance allows staff to secure quality performers when scheduling, availability, travel costs, or increased demand affect pricing. The request also includes \$900 for portable restroom services (\$450 per event) to provide adequate restroom facilities, including ADA-accessible units, for attendees and vendors. An additional \$600 is requested as an operational contingency to address unforeseen event-related expenses that may arise before or during the event. These funds would be used only if necessary for critical operational needs such as generator rental, light tower rental if Parks Department equipment becomes unavailable or is out of service, emergency audio or electrical equipment, or other unforeseen expenses necessary to maintain safe and continuous event operations. Having contingency funding available allows staff to respond immediately to operational issues without delaying critical decisions or disrupting the event. Any unused contingency funds will remain unspent. The September 18, 2026, event is proposed as a makeup event following the weather-related cancellations of the June 26 and July 24 4th Friday events. Both events ended early due to sustained high winds that created unsafe conditions for attendees, vendors, and performers. Scheduling this additional event provides vendors, sponsors, entertainers, and the community an opportunity to recover a portion of the programming lost due to inclement weather and conclude the 2026 4th Friday season. The total budget transfer requested is \$3,100. Approval of this request will ensure adequate funding is available to successfully complete the remaining 2026 4th Friday events while maintaining expected standards for public safety, accessibility, and event operations successfully complete the remaining events while maintaining the expected level of service, public safety, and event operations.																	
BUA	020.000.0000.0000.49011.												TRAN FR (11) GENERAL OP	5			3,100.00
	07/27/2026 Events											T					
BUA	011.000.0000.0000.59020.												TRAN TO (20) CIVIC CENTER	5		3,100.00	
	07/27/2026 Events											T					

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	124												
BUA	011.400.4104.0000.54507.				08/04/2026	PD Prtg	BR2709			SERVICES-PRINTING	T		1,165.00	
					[2026-08-04 09:26:07		teresa.guiterrez]:			SERVICES-PRINTING				
PRINTING OF BUSINESS CARDS FOR OFFICER SKELTON, OFFICER ZECK, AND BLANK CARDS - \$55.00 FOR EACH SET FOR A TOTAL OF \$165.00. ALSO, OPEN PO FOR PROPERTY EVIDENCE ENVELOPES FOR THE EVIDENCE DIVISION IN THE AMOUNT OF \$1,000 AS THESE ENVELOPES NEED TO BE REPLENISHED ON A REGULAR BASIS.														
													.00	.00
BUA	011.000.0000.0000.30301.				08/04/2026	PD Prtg	BR2709			APPROPRIATIONS				1,165.00
BUA	011.000.0000.0000.30302.				08/04/2026	PD Prtg	BR2709			BUDGET FUND BAL - UNRESERVED			1,165.00	
SYSTEM GENERATED ENTRIES TOTAL													1,165.00	1,165.00
JOURNAL 2027/02/124 TOTAL													1,165.00	1,165.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	133												
BUA	011.500.3104.0000.54507.				08/04/2026	Code Prtg BR2710				T SERVICES-PRINTING			55.00	
					[2026-08-04 09:29:29	teresa.guiterrez]:								
						PRINTING OF BUSINESS CARDS FOR CODE OFFICER TRAVIS FANN AT \$55 FOR ONE SET OF CARDS.							.00	.00
BUA	011.000.0000.0000.30301.				08/04/2026	Code Prtg BR2710				APPROPRIATIONS				55.00
BUA	011.000.0000.0000.30302.				08/04/2026	Code Prtg BR2710				BUDGET FUND BAL - UNRESERVED			55.00	
										SYSTEM GENERATED ENTRIES TOTAL			55.00	55.00
										JOURNAL 2027/02/133 TOTAL			55.00	55.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	325												
BUA	032.300.7101.0000.53026.				08/05/2026	LIBCTYFY27	LICTY7	LICTY27		SUPPLIES-BOOK/PERIODICAL/AUDIO 5 Otero Cty Grant - Library	T		35,000.00	
					[2026-08-05 14:49:52		kim.underwood]							
										Increase Library Budget by \$35,000 in acceptance of the Otero County Community Services Grant Agreement for FY27.				
BUA	032.300.7101.0000.40629.				08/05/2026	LIBCTYFY27	LICTY7	LICTY27		MISC REVENUE-OTERO COUNTY Otero Cty Grant - Library	T	5		35,000.00
													.00	.00
BUA	032.000.0000.0000.30301.				08/05/2026	LIBCTYFY27	LICTY7	LICTY27		APPROPRIATIONS				35,000.00
BUA	032.000.0000.0000.30303.				08/05/2026	LIBCTYFY27	LICTY7	LICTY27		ESTIMATED REVENUE			35,000.00	
										SYSTEM GENERATED ENTRIES TOTAL			35,000.00	35,000.00
										JOURNAL 2027/02/325 TOTAL			35,000.00	35,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	329												
BUA	011.400.4104.0000.54507.				08/05/2026	PD Prtg	BR2711			T SERVICES-PRINTING SERVICES-PRINTING	5		55.00	
					[2026-08-05 16:40:37		teresa.guiterrez]:							
										PRINTING OF BUSINESS CARDS FOR PSA TYLER SKELTON				
													.00	.00
BUA	011.000.0000.0000.30301.				08/05/2026	PD Prtg	BR2711			APPROPRIATIONS				55.00
BUA	011.000.0000.0000.30302.				08/05/2026	PD Prtg	BR2711			BUDGET FUND BAL - UNRESERVED			55.00	
										SYSTEM GENERATED ENTRIES TOTAL			55.00	55.00
										JOURNAL 2027/02/329 TOTAL			55.00	55.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	510												
BUA	044.500.5203.0000.54520.				08/10/2026	W.S.Repair ST2701				T SERVICES-CONTRACT white sands hole		5	77,188.00	
					[2026-08-10 07:41:15	candice.gebhardt]:								
						Requesting funds to cover the asphalt pavement patch on White Sands Blvd. The asphalt must be 6 inches thick. There was a water line that was still leaking. This was approved in a meeting with Jimmy, Evelyn and Robert.								
BUA	044.000.0000.0000.49042.				08/10/2026	W.S.Repair ST2701				T TRAN FR (42) '84 GRT white sands hole		5		77,188.00
BUA	042.000.0000.0000.59044.				08/10/2026	W.S.Repair ST2701				T TRAN TO (44) TRANSPRT white sands hole		5	77,188.00	
													.00	.00
BUA	042.000.0000.0000.30301.				08/10/2026	W.S.Repair ST2701				APPROPRIATIONS				77,188.00
BUA	044.000.0000.0000.30301.				08/10/2026	W.S.Repair ST2701				APPROPRIATIONS				77,188.00
BUA	044.000.0000.0000.30303.				08/10/2026	W.S.Repair ST2701				ESTIMATED REVENUE			77,188.00	
BUA	042.000.0000.0000.30302.				08/10/2026	W.S.Repair ST2701				BUDGET FUND BAL - UNRESERVED			77,188.00	
										SYSTEM GENERATED ENTRIES TOTAL			154,376.00	154,376.00
										JOURNAL 2027/02/510 TOTAL			154,376.00	154,376.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	704												
BUA	011.400.4104.0000.54507.				08/11/2026	PD Prtg	BR2712			T SERVICES-PRINTING SERVICES-PRINTING		5	110.00	
[2026-08-11 11:35:51 teresa.guiterrez]:														
PRINTING OF 2 SETS OF BUSINESS CARDS FOR SRO PADILLA AND SRO RAMIREZ (\$55.00 PER SET)														
													.00	.00
BUA	011.000.0000.0000.30301.				08/11/2026	PD Prtg	BR2712			APPROPRIATIONS				110.00
BUA	011.000.0000.0000.30302.				08/11/2026	PD Prtg	BR2712			BUDGET FUND BAL - UNRESERVED			110.00	
SYSTEM GENERATED ENTRIES TOTAL													110.00	110.00
JOURNAL 2027/02/704 TOTAL													110.00	110.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	814												
BUA	011.400.4104.0000.54507.				08/12/2026	PD Prtg	BR2713			SERVICES-PRINTING SERVICES-PRINTING	T	5	55.00	
[2026-08-12 11:05:18 teresa.guiterrez]:														
PRINTING OF BUSINESS CARDS FOR OFFICER AARON RAMIREZ														
													.00	.00
BUA	011.000.0000.0000.30301.				08/12/2026	PD Prtg	BR2713			APPROPRIATIONS				55.00
BUA	011.000.0000.0000.30302.				08/12/2026	PD Prtg	BR2713			BUDGET FUND BAL - UNRESERVED			55.00	
SYSTEM GENERATED ENTRIES TOTAL													55.00	55.00
JOURNAL 2027/02/814 TOTAL													55.00	55.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	843												
BUA	012.200.1701.0000.56003.				08/12/2026	Tuition	CJ01			OTHER-PROFESSIONAL DEVELOPMENT 5 Increase line Tuition Reimburs	T		2,000.00	
					[2026-08-12 15:20:04					cassandra.johnson]:				
										Requesting funds for new Tuision Reimbursement request from FY27.				
BUA	012.000.0000.0000.49011.				08/12/2026	Tuition	CJ01			TRAN FR (11) GENERAL OP 5 Increase line Tuition Reimburs	T			2,000.00
BUA	011.000.0000.0000.59012.				08/12/2026	Tuition	CJ01			TRAN TO (12) INTERNAL SVC 5 Increase line Tuition Reimburs	T		2,000.00	
													.00	.00
BUA	011.000.0000.0000.30301.				08/12/2026	Tuition	CJ01			APPROPRIATIONS				2,000.00
BUA	012.000.0000.0000.30301.				08/12/2026	Tuition	CJ01			APPROPRIATIONS				2,000.00
BUA	012.000.0000.0000.30303.				08/12/2026	Tuition	CJ01			ESTIMATED REVENUE			2,000.00	
BUA	011.000.0000.0000.30302.				08/12/2026	Tuition	CJ01			BUDGET FUND BAL - UNRESERVED			2,000.00	
										SYSTEM GENERATED ENTRIES TOTAL			4,000.00	4,000.00
										JOURNAL 2027/02/843 TOTAL			4,000.00	4,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	999												
BUA	032.300.6306.0000.56015.									OTHER-SPECIAL EVENTS	5		11,250.00	
	08/13/2026 Increase	Z02703								T				
	[2026-08-13 13:42:35	palmer.shelton]:												
	Type 3 Increase to cover costs of Zoo's Halloween, Zoobilee and Earth Day events.													
	[2026-08-13 13:42:37	palmer.shelton]:												
BUA	032.000.0000.0000.49011.									TRAN FR (11) GENERAL OP	5			11,250.00
	08/13/2026 Increase	Z02703								T				
BUA	011.000.0000.0000.59032.									TRAN TO (32) COMMUNITY SV	5		11,250.00	
	08/13/2026 Increase	Z02703								T				
													.00	.00
BUA	011.000.0000.0000.30301.									APPROPRIATIONS				11,250.00
	08/13/2026 Increase	Z02703												
BUA	032.000.0000.0000.30301.									APPROPRIATIONS				11,250.00
	08/13/2026 Increase	Z02703												
BUA	032.000.0000.0000.30303.									ESTIMATED REVENUE			11,250.00	
	08/13/2026 Increase	Z02703												
BUA	011.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			11,250.00	
	08/13/2026 Increase	Z02703												
										SYSTEM GENERATED ENTRIES TOTAL			22,500.00	22,500.00
										JOURNAL 2027/02/999 TOTAL			22,500.00	22,500.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	1126												
BUA	011.400.4104.0000.40416.									USER FEES-APS REIMBURSEMENT	5		21,489.00	
	08/14/2026 SRO Agrmt	BR2714								T USER FEES-APS REIMBURSEMENT				
	[2026-08-14 14:46:34	teresa.guiterrez]:												
	PROFESSIONAL SERVICES AGREEMENT WITH APS FOR SRO POSITIONS; BUDGETED AT \$160,000; ACTUAL AMOUNT IS \$138,511.													
													.00	.00
BUA	011.000.0000.0000.30303.									ESTIMATED REVENUE				21,489.00
	08/14/2026 SRO Agrmt	BR2714												
BUA	011.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			21,489.00	
	08/14/2026 SRO Agrmt	BR2714												
										SYSTEM GENERATED ENTRIES TOTAL			21,489.00	21,489.00
										JOURNAL 2027/02/1126 TOTAL			21,489.00	21,489.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2027	2	1139												
BUA	036.400.4104.0000.56036.									OTHER-REVERSION LEPF Reversion	5		9,507.00	
08/16/2026 Reversion EAH171 [2026-08-16 18:46:47 evelyn.huff]:														
Per DFA, carry overs from FY2026 to FY2027 were not allowed for the LEPF. The money will be returned to DFA by September 11 per the DFA notice. This reversion reconciles the ending cash balance of FY2026 to the reversion amount.													.00	.00
BUA	036.000.0000.0000.30301.									APPROPRIATIONS				9,507.00
08/16/2026 Reversion EAH171														
BUA	036.000.0000.0000.30302.									BUDGET FUND BAL - UNRESERVED			9,507.00	
08/16/2026 Reversion EAH171														
SYSTEM GENERATED ENTRIES TOTAL													9,507.00	9,507.00
JOURNAL 2027/02/1139 TOTAL													9,507.00	9,507.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
															LINE	DESC				
2027	2	1243																		
BUA	071.300.8020.0000.53018.																			
	08/17/2026	Otero \$	Otero\$												T	SUPPLIES-PROGRAM	5		30,789.00	
	FY27	OTERO	COUNTY GRANT FUNDING & EXPENSE.													OTERO COUNTY GRANT				
[2026-08-17 13:19:24 magdalena.morales]:																				
BUA	071.300.8020.0000.40703.																			
	08/17/2026	Otero \$	Otero\$												T	GRANTS-OTHER	5			30,789.00
																OTERO COUNTY GRANT				
BUA	071.300.8020.0000.53018.																			
	08/17/2026	Otero \$	Otero\$												T	SUPPLIES-PROGRAM	5		21,516.00	
																OTERO COUNTY GRANT				
BUA	071.300.8020.0000.40703.																			
	08/17/2026	Otero \$	Otero\$												T	GRANTS-OTHER	5			21,516.00
																OTERO COUNTY GRANT				
																			.00	.00
BUA	071.000.0000.0000.30301.																			
	08/17/2026	Otero \$	Otero\$													APPROPRIATIONS				52,305.00
BUA	071.000.0000.0000.30303.																			
	08/17/2026	Otero \$	Otero\$													ESTIMATED REVENUE			52,305.00	
SYSTEM GENERATED ENTRIES TOTAL																			52,305.00	52,305.00
JOURNAL 2027/02/1243 TOTAL																			52,305.00	52,305.00

RESOLUTION NO. 2026-32

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2026-2027.

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

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written final approval to the City of Alamogordo, New Mexico's annual preliminary budget on June 29, 2026, for fiscal year 2026-2027; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated the additional resources and expenditures for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2026-2027 be and hereby is revised as of August 25, 2026, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2026-2027.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on August 25, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2026-2027.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 25th day of August 2026.

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

By: _____
Sharon McDonald, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Robert Stockwell, City Manager

AGENDA REPORT

CITY OF ALAMOGORDO CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/10/2026

Report No: 6.

Submitted By: Josh Sides

Subject: Consider and act upon Resolution 2026-31, declaring 1221 Cuba Ave. to be so ruined, damaged, and dilapidated that it is a menace to public comfort, health, peace, or safety and ordering its abatement. (*David Kunihiro, Chief of Police, and Josh Sides, Code Enforcement Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve and order its abatement.

Background: 1221 Cuba Ave. is so ruined and dilapidated that it is currently a risk to the public's health, safety, and welfare.

RESOLUTION NO. 2026-31

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1221 CUBA AVENUE ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO BE RUINED, DAMAGED, AND DILAPIDATED TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY, AND ORDERING ITS ABATEMENT

WHEREAS, the governing body of the City of Alamogordo, New Mexico, finds that there is located within the City a certain building, structure, or premises at 311 Virginia Avenue, as more particularly described on the attached Exhibit 1 (the “Property”); and,

WHEREAS, the governing body does further find that the Code Enforcement Manager has investigated the condition of the Property and has found the same to be so ruined, damaged, and dilapidated, or covered with ruins, rubbish, wreckage, or debris, that it constitutes a menace to the public comfort, health, peace or safety so as to warrant abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION:

Section 1. That the findings of said Code Enforcement Manager, in regard to the Property, attached hereto as Exhibit 2, are hereby approved and adopted, and that the Property is found to be ruined, damaged, and dilapidated, so as to constitute a menace to the public comfort, health, peace or safety pursuant to Section 3-18-5, NMSA, 1978.

Section 2. That Mr. Raymon J. Braswell Jr., the record owner of the Property, is hereby ordered to commence removal of the building or structure from the Property within ten (10) days after service of a copy of this Resolution, or within said ten (10) day period, file written objection to findings herein with the City Clerk of the City of Alamogordo, asking for a hearing before the City Commission.

Section 3. That if there is a failure of compliance with the provision of Section 2 herein, the City of Alamogordo shall proceed to remove said building or structure from the Property and abate said unsafe condition, at the cost and expense of said record, with said cost and expense constituting a lien against the building or structure so removed, and against the Property, as allowed by law.

Section 4. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence, clause, word, or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Commission hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word, or phrase thereof, irrespective of any provisions being declared unconstitutional or otherwise invalid.

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

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Sharon McDonald, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Robert Stockwell, City Manager

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- [My Reports](#)
- [Help](#)
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Exhibit "1"

Account: R012177

**** Total square footage listed on this page is for all improvements, see account detail for individual square footage.****

Location	Owner Information	Assessment History				
<i>Account Number</i> R012177	Owner Name BRASWELL, RAYMOND JR	Actual (2026 - Residential Cap applied)		\$69,892		
Situs Address 1221 CUBA AVE	Owner Address 1206 COLLEGE AVE ALAMOGORDO, NM 88310	Primary Taxable		\$23,297		
Previous Parcel ID 01-02553		Tax Area: 01_R Mill Levy: 25.519000				
Parcel Sequence		Type	Actual	Assessed	Acres SQFT	
Neighborhood A2 - Central Alamogordo		Residential Land	\$16,488	\$5,496	0.189	
Tax Area 01_R		Residential Improvement	\$53,404	\$17,801	1880.000	
Parcel Number 01N4056094180053						
Legal Summary Subd: ALAMO BLOCKS REPLAT BLK 106A&B Lot: 1 Block: 106A						
Appraiser CYNTHIA QUAIROLI						

[Transfers](#)

Sale Date	Sale Price	Doc Description
		Deed

[Tax History](#) (*Estimated* **Taxes NOT TO BE USED TO MAKE PAYMENT**) [Images](#)

Tax Year	Taxes	
*2026	\$594.52	• Map
2025	\$577.20	• Photo
* Estimated		• Sketch
		• GIS

Focusing On: 1221 CUBA AVE ALAMOGORDO 88310



Exhibit "2"

Case #: 202401116
Case Date: 06/13/24
Case Type:
Complainant Name: Josh Sides
Address Number: 1221
Street Name: Cuba Ave
City, State, Zip:
Zoning Category: C-1
Commission District: 4
Description: Dilapidated structure
Complainant Phone: 5754394375
Complainant Email:
Complainant Address: 2010 Oregon Ave
Responsible Party:
Responsible Party Phone Number: 0
DOB:
ID #:
Property Owners :
Property Owner Phone Number: 0
Reinspection: 06/29/2024
Court case number:
Court Date:
Compliance Inspection :
Certified Mail #:
Citation Number:
Flex Call Number:
Request Type:
Status: Draft Resolution
Assigned To: JOSH SIDES

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01N4056094180053	1221 CUBA AVE	Subd: ALAMO BLOCKS REPLAT BLK 106A&B	BRASWELL, RAYMOND JR		C-1

Activities

Date	Activity Type	Description	Employee	Status
06/13/2024	Inspection	On 06/13/2024, I, Code Enforcement Manager Josh Sides identified 1221 Cuba Ave., Alamogordo, Otero County, New Mexico as dilapidated. I will mail the property owner a letter requesting consent to inspect the property further.	JOSH SIDES	Non-Compliance
06/01/2026	Supplement	On 06/01/2026, I, Code Enforcement Manager Josh Sides, mailed another letter to Mr. Braswell requesting consent to inspect the property. Nothing Further.	JOSH SIDES	Supplemental Report
06/17/2026	Supplement	On 06/17/2026, I, Code Enforcement Manager Josh Sides, along with Code Enforcement Officer T. Fann, Lt. McColley, and Officer Moon, executed an administrative search warrant to inspect 1221 Cuba. The search was completed without incident, and a notice of violation will be drafted and mailed to the property owner. Nothing Further.	JOSH SIDES	Supplemental Report
08/04/2026	Supplement	As of 8/4/2026, I, Code Enforcement Manager Josh Sides, have not had any contact with Mr. Braswell nor have the violations been corrected as per the violation letter I mailed to him. I will be seeking a resolution to condemn the property. Nothing Further.	JOSH SIDES	Supplemental Report

Violations

Date	Violation	Description	Notes	Status
06/17/2026	IPMC24 109.1 Unsafe conditions.	When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.		*Open
06/17/2026	IPMC24 109.1.1 Unsafe structures.	An unsafe structure is one that is found to be hazardous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is dangerous.		*Open
06/17/2026	IPMC24 109.1.3 Structure unfit for human occupancy.	A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.		*Open
06/17/2026	IPMC24 109.1.5 Hazardous structure or premises.	For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.		*Open

3. Any building, structure or portion thereof that is dangerous.
4. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
5. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
6. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
7. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
8. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
9. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

08/04/2026	IPMC24 301.2 Responsibility.	The owner of the premises shall maintain the structures and exterior property in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this code. The owner or owner's agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the International Building Code, International Residential Code or International Existing Building Code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises they occupy and control.	*Open
06/17/2026	IPMC24 302.1 Sanitation.	Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.	*Open
06/17/2026	IPMC24 302.8 Motor vehicles.	Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.	*Open
06/17/2026	IPMC24 304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the	*Open

public health, safety or welfare.

06/17/2026	IPMC24 304.1.1 Potentially unsafe conditions.	The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight. 5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.	*Open
06/17/2026	IPMC24 304.13 Window, skylight and door frames.	Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.	*Open
06/17/2026	IPMC24 304.13.1 Glazing.	Glazing materials shall be maintained free from cracks and holes.	*Open
06/17/2026	IPMC24 304.15 Doors.	Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure	*Open

		the door. Locks on means of egress doors shall be in accordance with Section 702.3.	
06/17/2026	IPMC24 304.2 Protective treatment.	Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.	*Open
06/17/2026	IPMC24 304.6 Exterior walls.	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	*Open
06/17/2026	IPMC24 304.7 Roofs and drainage.	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	*Open
06/17/2026	IPMC24 305.1 General.	The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.	*Open
06/17/2026	IPMC24 305.1.1 Potentially unsafe conditions.	The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the International Existing Building Code, the International Residential Code or the International Building Code: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.	*Open
06/17/2026	IPMC24 305.3 Interior surfaces.	Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or	*Open

		covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.	
06/17/2026	IPMC24 305.4 Stairs and walking surfaces.	Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.	*Open
06/17/2026	IPMC24 305.6 Interior doors.	Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.	*Open
06/17/2026	IPMC24 702.1 General.	A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the code under which the building was constructed.	*Open

Uploaded Files

Date	File Name
08/04/2026	33601688-IPMC LETTER 1221 Cuba.docx

Dilapidated Structure

1221 Cuba Avenue



Timeline

2001 Dewey Lane

- On 06/13/2024, I was made aware of a potentially dilapidated structure and conducted an investigation. I mailed a letter to the property owner requesting consent to inspect the property further.
- On 06/01/2026, I mailed another letter requesting consent to inspect the property.
- On 06/17/2026, I obtained an Administrative Search Warrant signed by 12th Judicial District Court Judge Bryant and executed it the same day.
- On 06/17/2026, I mailed a violation letter to the property owner.

Condition of the Property at 1221 Cuba Ave.



Condition of the Property at 1221 Cuba Ave.



Condition of the Property at 1221 Cuba Ave.



Condition of the Property at 1221 Cuba Ave.



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 8/25/2026

Report Date: 08/17/2026

Report No: 7.

Submitted By: Evelyn Huff

Subject: Consider, and possible action, regarding implementing security improvements at Bonito Reservoir (*Robert Stockwell, City Manager; David Nunnelley, Utilities Director; Heather Casebolt, Interim Parks & Recreation Director and Evelyn Huff, Finance Director*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the recommended security measures

Background: The Bonito Reservoir has undergone nearly a century of development and reconstruction while being continuously impacted by significant natural events. The most severe modern impacts began in 2012 with the Little Bear Fire, which burned 85% of the watershed. Subsequent storms deposited enormous debris flows, blocked outlet works, damaged infrastructure, and forced the reservoir to be drained.

The reservoir reopened in 2024, and water reached La Luz for the first time in 12 years. Fishing was scheduled to reopen under an Open Gate Agreement, but the Blue 2 Fire in May 2024 burned over 7,500 acres including campground areas, delaying recreation access and triggering additional emergency action.

To protect water quality, 25 NRCS-funded debris retention basins were installed and have successfully prevented debris flows during 2025 storms. However, the July–August 2026 period brought continued debris accumulation requiring emergency removal and long-term planning for basin improvements.

Campground conditions remain unsafe with damaged access roads, tripping hazards, deteriorated infrastructure, and debris-filled canyon areas. Current Fund 088 funding is insufficient for full restoration but adequate for securing the reservoir and telemetry improvements. Additionally, the Open Gate agreement created unsafe public access and conflicts with Dam Safety Bureau requirements.

Staff Recommendations

- End the Open Gate Agreement
- Close the reservoir to all recreational activities

- Use Fund 088 to secure the reservoir
- Install security fencing meeting current standards
- Continue work on permanent debris-mitigation solutions

The core mission of the reservoir is to provide safe, reliable, high-quality water to the citizens of Alamogordo, supported by significant interagency collaboration.

Bonito Reservoir Update and Discussion

Robert Stockwell, City Manager

David Nunnelley, Utilities Director

Heather Casebolt, Interim Parks and Recreation Director

Evelyn Huff, Finance Director



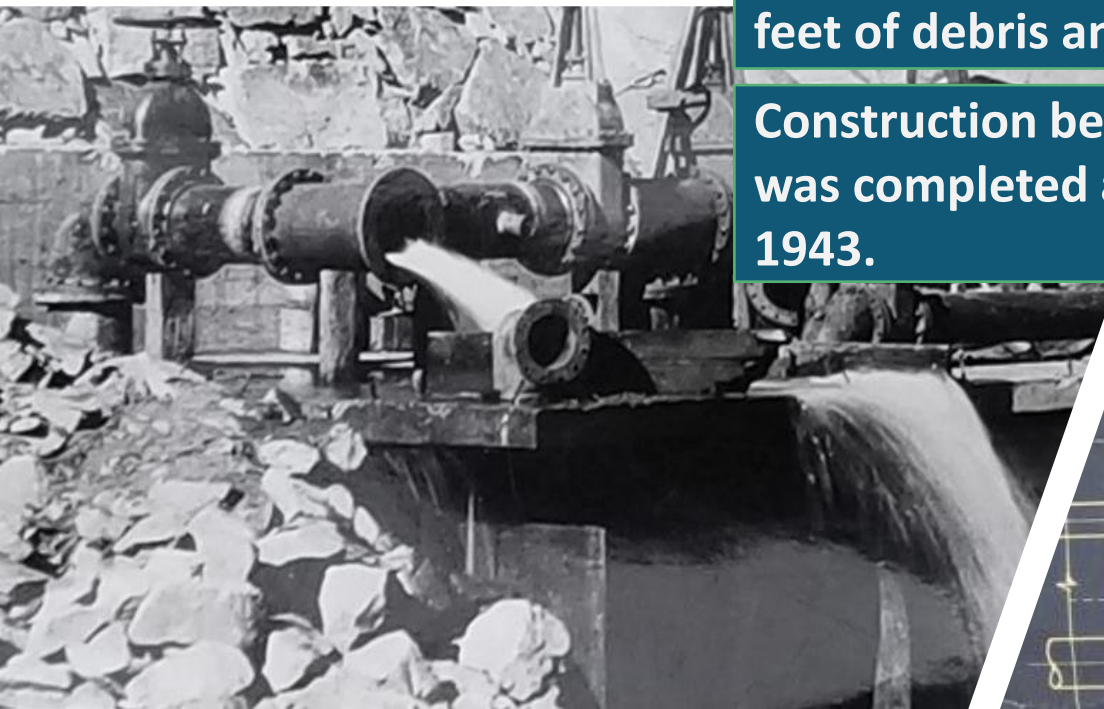
CITY OF ALAMOGORDO
UTILITIES DEPARTMENT



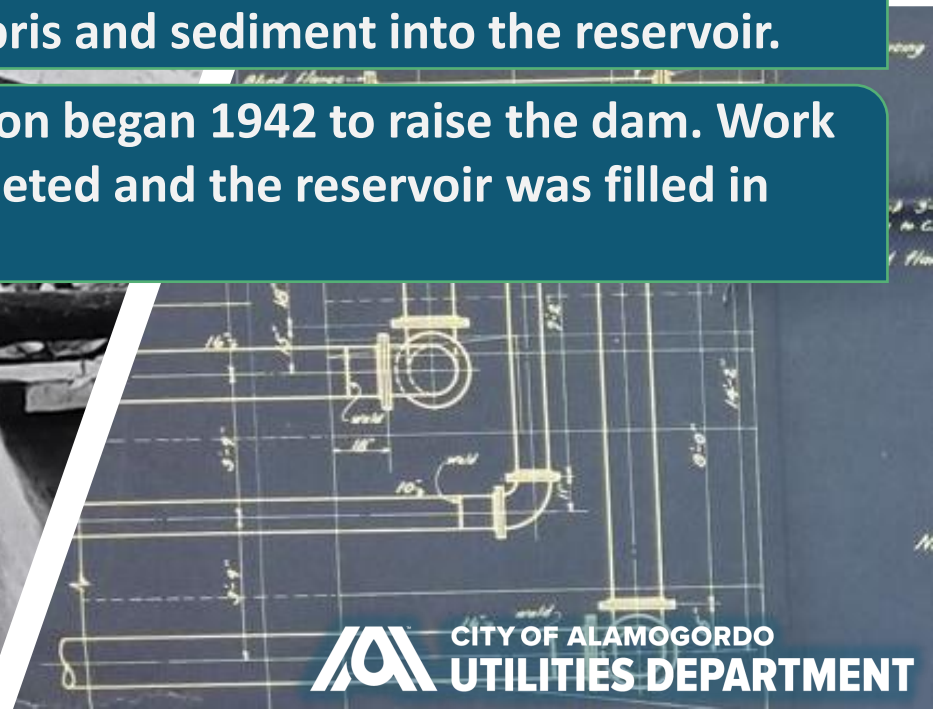
Bonito Reservoir began construction in 1929. The reservoir was completed and filled in 1931



Major storm event in September 1941 resulted in a record flood in Bonito Canyon depositing 26 feet of debris and sediment into the reservoir.

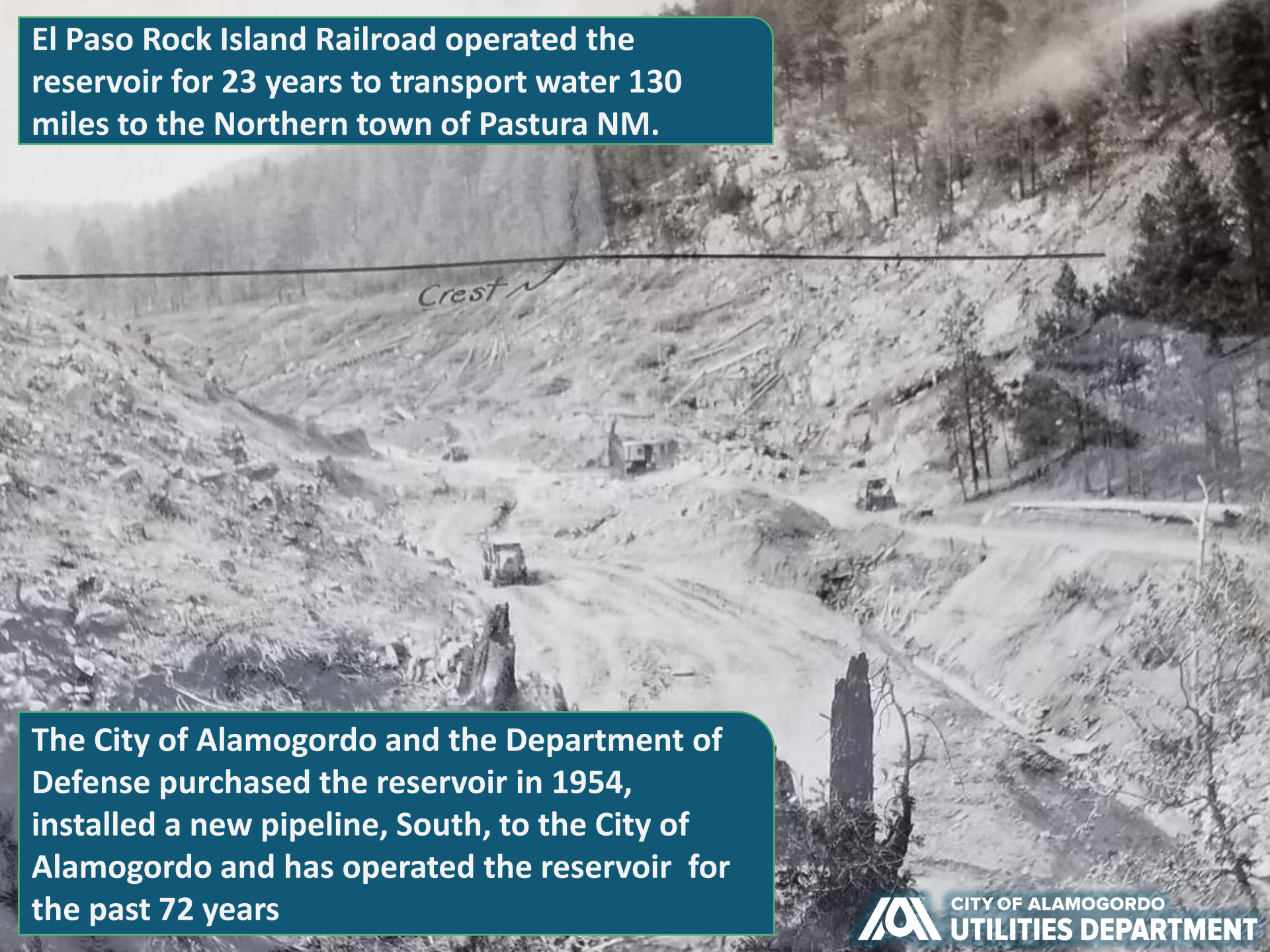


Construction began 1942 to raise the dam. Work was completed and the reservoir was filled in 1943.



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UTILITIES DEPARTMENT**

El Paso Rock Island Railroad operated the reservoir for 23 years to transport water 130 miles to the Northern town of Pastura NM.



The City of Alamogordo and the Department of Defense purchased the reservoir in 1954, installed a new pipeline, South, to the City of Alamogordo and has operated the reservoir for the past 72 years



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UTILITIES DEPARTMENT**



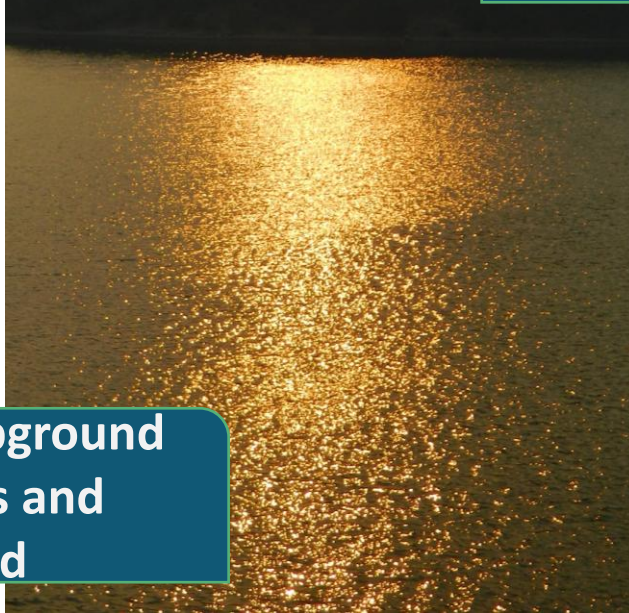
June 2012 – Little Bear Fire



Little Bear fire burned 85% of the Bonito Reservoir water shed



While the Westlake Campground was unharmed, it's access and viability was compromised



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UTILITIES DEPARTMENT**



June 22, 2012 – Major storm event #1

The storm created a massive debris flow pushing burned soil, ash, rocks and downed timber into the reservoir. The effects resulted in poor water quality and plugged the outlet works of the Dam.



This was the beginning of the monsoon season, so more storm events were imminent



**CITY OF ALAMOGORDO
UTILITIES DEPARTMENT**

July 05, 2012 – Major storm event #2



This event resulted with additional debris and sediment being deposited into the Bonito Reservoir. It also decimated the access and infrastructure for the campground



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UTILITIES DEPARTMENT**

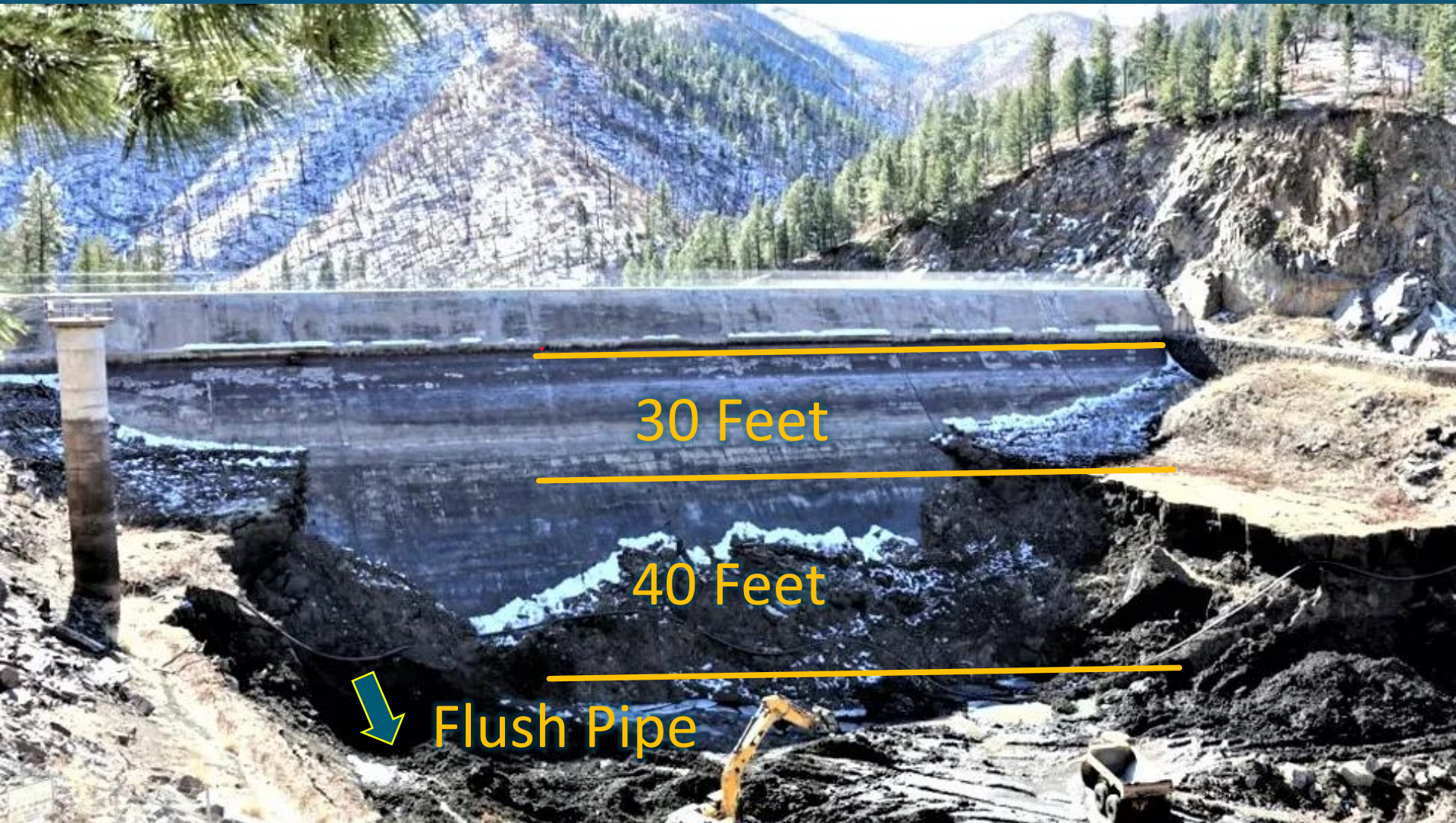


**Geotech report after dewatering Bonito
Reservoir estimated 539,000 to 661,000 cu yd**

**FEMA agreed to pay for the removal of
581,000 cu yd and soil testing to eliminate
concerns about hazardous waste**



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UTILITIES DEPARTMENT**



Debris and Sediment Removal



The reservoir being drained presented the opportunity to complete long needed improvements



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UTILITIES DEPARTMENT



Replaced and extended catwalk located on the dam valve gallery house



Replaced all valves and piping inside the dam valve gallery



Replaced the existing valve on the intake structure and added three additional intake ports at various levels for improved water quality. Installed a catwalk for operator and maintenance access, thus saving time and improving safety



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UTILITIES DEPARTMENT**



**CITY OF ALAMOGORDO
UTILITIES DEPARTMENT**

During this time, the
campground and
fishing area sat idle
with little to no
maintenance. It
became a favorite
area for the native
wildlife



ALAMOGORDO
PARKS & RECREATION



The bypass was removed and
the lake began to fill again

Water was received at La Luz
for the first time in 12 years

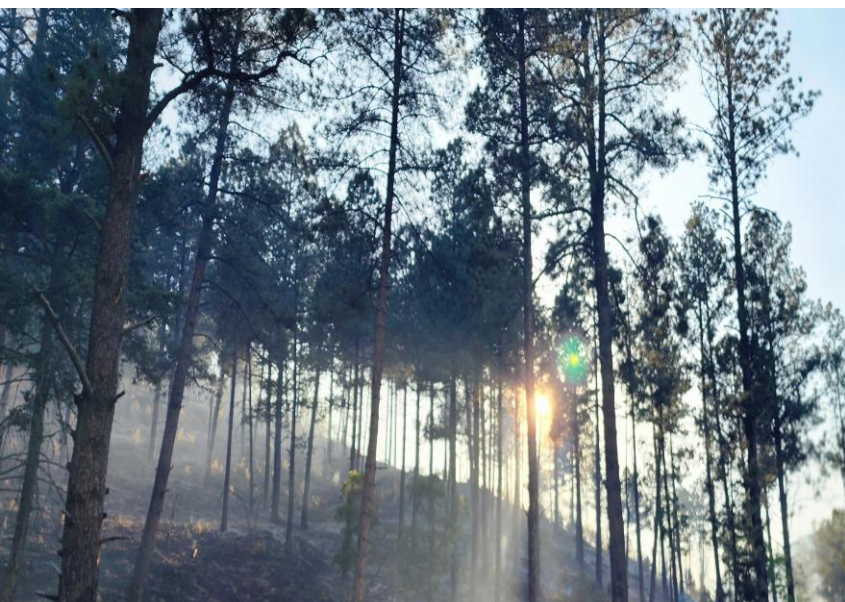
NM Game and Fish stocked the
lake with fish on 5/24/2024

Then....

May 2024 – Blue 2 Fire



Burned more than 7,500 acres including areas within the campground



The commission issued an emergency declaration on 5/31/2024



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UTILITIES DEPARTMENT**

The Utilities Department, King Industries, Natural Resources Conservation Service along with MP Chavez Construction mobilized within three days

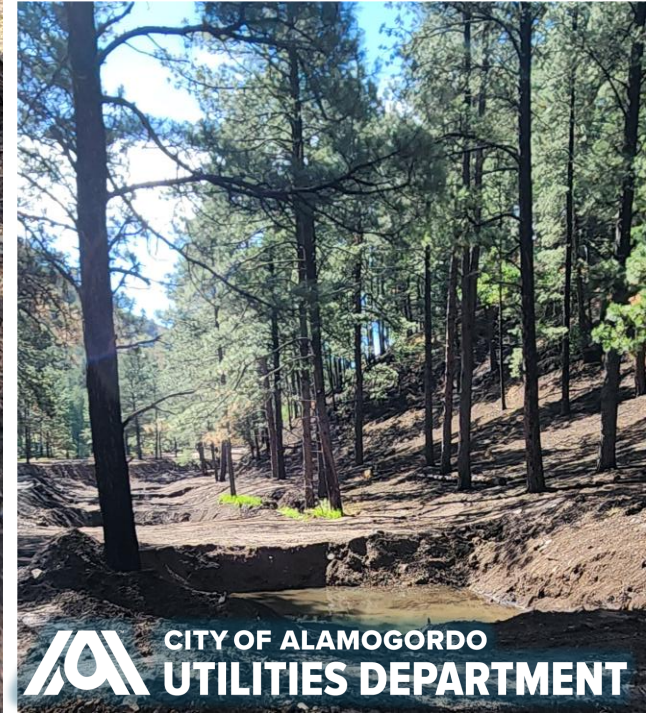


Construction began 6/3/2024



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UTILITIES DEPARTMENT**

Using two separate NRCS allocations, 25 debris retention basins were installed



Bonito Lake Reservoir

Legend

- Bonito Lake Reservoir
- Sediment Retention Basin Areas



These basins have successfully protected the reservoir from debris flows for two years



July 5, 2025



July 9, 2025



CITY OF ALAMOGORDO
UTILITIES DEPARTMENT



July – August 2026



CITY OF ALAMOGORDO
UTILITIES DEPARTMENT

The Utilities Department, under an emergency procurement, is working with MP Chavez Construction to remove post fire debris and sediment that has been retained in the associated retention basins



While exploring long term solutions for permanent improvement to these basins



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UTILITIES DEPARTMENT**

Questions?



CITY OF ALAMOGORDO
UTILITIES DEPARTMENT

In May 2024, the City entered into an Open Gate Agreement with NM Game and Fish to allow fishing access to Bonito Reservoir. Fishing was set to resume on May 25, 2024.



The Blue 2 Fire delayed this opening until
August 30, 2024

While the reservoir was opened, very little improvements were made to the access



All these areas pictured are currently open to the public



There are tripping hazards and insufficient infrastructure throughout the entire area



The campground has not been improved since 2012 and all the infrastructure is not viable



For FY 2027, Fund 088 – Bonito Campground began the year with a cash amount of \$424,288

The debris flows in Rodamaker Canyon would also have to be addressed before the campground could open as the current situation poses a huge safety risk



Clearly the current fund balance is not sufficient to address these concerns but would cover the cost of securing the reservoir and possible telemetry for monitoring

The current Open Gate agreement is also unacceptable as it mandates access to areas which cannot be safely accessed under current conditions

Also, allowing access so close to the dam puts the city in violation of rules set by the Dam Safety Bureau

The purpose of the Bonito Reservoir is to provide a safe, reliable and quality water source for the citizens of Alamogordo.

With this purpose in mind, staff is making the following recommendations:

- Cessation of the Open Gate agreement
- Closing the reservoir to all recreational activities
- Allocate the remaining balance in Fund 088 to securing the reservoir
- Securing the reservoir with a fence that meets our current security standards
- Continuation of efforts to make debris mitigation solutions permanent

Bonito Lake Reservoir

Legend

- Bonito Lake Reservoir
- Reservoir Perimeter Fence





Questions & Discussion