



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

September 9, 2025 - 6:30 PM

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

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

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

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

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

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

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

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

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Constitution Week Proclamation. (Susan L. Payne, 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 26, 2025. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, an agreement with Otero County for receipt of the \$35,000 reimbursable grant award for the Alamogordo Public Library services to County residents. *(Kim Underwood, Library Manager)*
4. Consider, and act upon, Resolution 2025-28, declaring 1401 Mountain View, 1500 Ohio, 1802 Mason, 1104 Lindberg, 1108 Airport, 2204 S. Walker, and 123 Railroad no longer being ruined, damaged, and dilapidated, or a menace to public comfort, health, peace, or safety. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**
5. Consider, and act upon, the award of Public Works Bid No. 2025-006, Otero/ Greentree Regional Landfill Cell #6 Project No. LF2402, to CBKN Dirtworks Inc., related to the Otero/ Greentree Regional Landfill Cell #6 project in an amount not to exceed \$1,998,402.72, including NMGR. *(Justen Boyle, Senior Project Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider, and act upon, Ordinance 1717 for first publication, approving a loan agreement in the amount of \$12,000,000 with the Drinking Water State Revolving Loan Fund for the construction of approximately 6.5 miles dedicated transmission water pipeline from Snake Tank Well 5. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**
7. Consider, and act upon, Resolution 2025-29, a resolution expressing the intent of the City of Alamogordo, New Mexico to cooperate with Otero County, New Mexico, to: (1) designate the proposed redevelopment area as a metropolitan redevelopment area under the Metropolitan Redevelopment Code, (2) prepare and approve a metropolitan redevelopment plan for the rehabilitation and redevelopment of such area, including the Patriot Pointe development; and (3) authorize a 7-year redevelopment tax abatement through the Metropolitan Redevelopment Code process. *(Darrell Mori, City Attorney)* **(Roll Call Vote Required)**

EXECUTIVE SESSION (Roll Call Vote Required)

8. Adjourn into Executive Closed Session in compliance with 10-15-1(H)(7) NMSA (as amended) to discuss Pending Litigation: Otero County/Tularosa Basin Regional Dispatch Authority. *(Darrell Mori, City Attorney)* **(Roll Call Vote Required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/04/2025

Report No: 1.

Submitted By: Beau Dylan Aleshire

Subject: Constitution Week Proclamation. (*Susan L. Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Presentation only.

Background:

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/02/2025

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Regular Commission meeting on August 26, 2025. *(Rachel Hughs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING DRAFT MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
August 26, 2025**

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

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

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 6:31 PM. Roll Call was taken by the Deputy City Clerk. Deputy City Clerk Aleshire announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Bill Heithold from Trinity Lutheran Church, and the Pledge of Allegiance was led by Commissioner Rardin.

APPROVAL OF AGENDA

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

PRESENTATIONS

1. City of Alamogordo Water Master Plan Update. (*Justen Boyle, Senior Project Manager/ David Nunnelley, Utilities Director/ Samantha Kufrin, Engineer, CDM Smith*)

Utilities Director Nunnelley said the city has not had a true comprehensive Water Master Plan since the 1970's. Since then, the city has grown, infrastructure has aged, and we continue making decisions without a roadmap. This would provide that roadmap. This is built on a hydraulic water model showing our system, how it performs, and where improvements are needed. It will also be needed for our upcoming ISO plan for Fire. We now own the model and can run it anytime we need in-house by incorporating it into our ESRI GIS database. I have been working with Mrs. Kufrin and CDM Smith for two years on this system and testing it out in the field to ensure its accuracy.

Mrs. Kufrin gave the presentation on the Water Master Plan Update.

High Static Pressures in Zones 2 and 3 (Slide 30)

Commissioner Rardin asked if the cost of the City requiring individual pressure relief valves (PRVs) would be incurred by the resident or the City. Mrs. Kufrin said the cost is typically incurred by the resident. The city would typically have a third-party plumber on hand, but there are a few different ways the city may choose to handle that. Commissioner Rardin said these are primarily in the older areas of town, in the center of town. Utilities Director Nunnelley said yes, it is by design. If we were to go in and change it, it would cost the City millions of dollars to either put in PRVs and/or create dead-end zones all over. Right now, for customers with an exceedance which causes problems their irrigation systems, we recommend putting in an inline PRV. They are fairly inexpensive, but that can depend on whether you do it yourself or have a plumber. Commissioner Rardin said this would affect a good number of residents in that section of town. Utilities Director Nunnelley said part of the reason we have the model is to ensure new areas do not have exceedances. There have been areas where a PRV should have been put in before that ever happened. At the time, we did not have a model to say yes, you could do it. Commissioner Rardin asked what the expense would be for residents forced to put PRVs in. Mrs. Kufrin said it is relatively inexpensive. This recommendation we are requiring is pretty standard among neighboring communities. I would say no more than \$1,000 per house, depending on if they are using a plumber or doing it themselves. They are typically \$300 to \$500. Commissioner Rardin asked if there were other ways to cure the problem other than forcing the residents to do it. Could the City figure out a way to do this? Mrs. Kufrin said the problem is elevation-driven. This is a low point in the system; that zone covers so

much of an area. If you are going to demarcate the zone and alleviate those higher pressures, you are talking millions of dollars with potential risks. You would be creating dead ends that cause water age issues. The City's gain would pale in comparison to the cost and associated risk in creating a mini-zone. Also, for them, high pressure may not always be an issue. It can depend. Pressure goes down from the distribution to the plumbing. Commissioner Rardin asked if it would be at the customer's discretion. Mrs. Kurfrin said yes.

Non-CIP Recommendations (Slide 38)

Commissioner Robinson asked where the City lost the most water. Utilities Director Nunnelley said the primary cause is aging infrastructure. We have many old steel lines in the ground for over seventy years. We also lose a lot through meters. The AWA recommends we replace meters on a twelve-year cycle; it has been eleven years since we replaced them in 2014. The mechanics in the meter start to break down, and we start recording less or more, but we still have the same amount of water going out. We get inaccurate data that way. Mrs. Kufrin said another is flushing or any unmetered water. Commissioner Robinson asked what mitigations were recommended. Mrs. Kufrin said that the best course of action is the water audit. That was the recommendation of an engineer. With that analysis, we will go through AWA's M36. We will see where the water is being lost from, and that is when mitigation strategies will come in. Commissioner Robinson asked what the water audit would cost. Utilities Director Nunnelley said it would probably be between \$40,000 and \$50,000. The audit would be an essential part of any water master plan, like a distribution analysis, a source-water analysis, or a water-quality analysis. We look to improve water quality for our customers. We can do things to improve it, but that comes at a cost to rate payers. We want to effectively hand this off to an engineering team and dive into that. Then we could bring solutions and costs to the Commission for presentation on the record. Now that we have brought Bonito Lake, we are starting to see water hardness drop slightly. Historically, we were thirty-three grains-per-gallon, and right now we are forty-two grains-per-gallon. As we transition more to Bonito Lake, we hope to see those grains-per-gallon go down significantly.

Existing Water Distribution System (Slide 6)

Mayor Payne asked where Zones 4 and 5 were. Utilities Director Nunnelley said the Walker area. She asked when the project here would start. He said we are within six weeks of design. Then we will do a final review of the ninety percent. Then, once we get to one hundred percent, we will put the bid documents together, and it will be out. She asked if that would be around the first of the year. He said yes, but hopefully sooner. That is a problematic portion of the system for water breaks and disinfection byproducts. She asked for the timeframe once this project starts. He said with construction and everything, it's probably just over a year. Streets/Drainage/Weeds Manager Garza said it's probably a year and a half. Utilities Director Nunnelley said to bear in mind that this would not affect travel, like the roads. We only impact the road when we cross it, like at Walker Road and Collins Avenue. There is little impact on residents because most of it is in the right-of-way of the Department of Transportation (DOT). Multiple bores can be connected into that zone for water age and fire flow. It would be a huge improvement for the area. We are trying to fix things adopted by the Commission about fifty years ago. Residents out there are concerned, and we care and hear you, but a lot must go into correcting this.

PUBLIC COMMENT

1. Christine Duncan said she was a teacher, and there is a crosswalk on the corner of 14th Street and Florida Avenue. It goes to North Elementary to their playground. I use that crosswalk in the mornings and evenings. Ever since they opened the playground to children in the community, more kids have crossed. There is a lot of danger there. I have issues trying to cross. I leave work at 3:20 PM, and the crosswalk lights are off by then. People do not stop for me, and I must wait a long time before I can cross. On Friday, I had two City Police Officers who did not stop while I was standing at the crosswalk. Better safety needs to be considered at that crosswalk. I want to see the crosswalk brighter, maybe freshened with paint. Or something can be done, like at the crosswalk between the Alamogordo Public Library and City Hall, where you push a button and the lights come on. I have a hard time, and I know the kids must be having a hard time.

2. Cheri Moore said she was the President of the La Luz Water Association. The Quintis property has become more of a flood zone over the past twenty years. I do not know how City staff even drive on Valley View Drive. The water has cut the road down to just one lane for vehicles. The State approved a Dollar General on that corner. Tonight, within two hours' time, we had an inch and a quarter of water come down that road and across that land. I have been working with the County to get people to slow down on La Luz Road. I believe we are going to have major problems. I don't want your employees or my community members hurt, but people barrel through there, even with the water

that runs over the road. When will the City's project to put in the drainage ditches be completed? I called the company that designed the project for the City, and it is supposed to be going soon. When is that supposed to happen? Senior Project Manager Boyle said it is at ninety percent completion. The design part will be completed within three weeks or so. That drainage has been done since last September until now. It is going to show a different drain system to ensure that flooding goes south, back into the property, not La Luz Road. It will be cutting through the road inside our property. Cheri Moore said in talks with the County that the City has closed off Valley View Drive, which is higher on the road. That design is beautiful, but I want them to speed it up. Senior Project Manager Boyle said it was supposed to be done a month ago. When Dollar General came in, they designed a road to go into the property. Our on-call engineer got with the engineers for Dollar General to ensure we are not overlapping projects on the road. They paid for that asphalt and everything that was done, and it is there now. When we do our project, it will connect to theirs, and everything will flow properly.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following remarks:

1. The Sacramento Mountain Foundation is hosting Terry Bradshaw to discuss resiliency and bouncing back. That event will be at the Tays Center on September 22, 2025, from 6 PM to 8 PM. It will be free.
2. Isaac Muncy and Kevin Cardoza from PNM are here to speak about outages and other things going on. I thought it would be best for them to relay the information directly to you. Mr. Cardoza said he was the Local Government and Community Manager for PNM in Southern New Mexico. There have been a handful of outages in the last couple of months here in Alamogordo. We wanted to share what happened and ensure you have the appropriate information concerning what we faced over the last couple of months. Mr. Muncy, the Field Operation Supervisor for the Alamogordo Area, said that historically, outages typically happen in the evening, like 10 PM and onwards. Unfortunately, these recent outages hit harder, like on a Saturday for more than seven daytime hours. The situation over the past few months has been due to acts of God. Every area with recent infrastructure failure has been patrolled within the past four to five months, and we have records and data to support this. Aggressive winds, rains, and timing have slowly hammered our system and shown some weak points. Around three thousand four hundred customers were out that Saturday during the day's heat. It was a rare situation where we had bad rain the previous night, softening wooden crossarms and early morning wind. Several spans of infrastructure between our substation and the sawmill failed. Due to the location of the failure and the load we were expecting at noon, we were unable to reroute power without instantaneous blackouts and brownouts to other areas. A center portion of town, from the bypass all the way to the mountain, experienced that seven-hour outage. We brought in extra crews for that. Mr. Cardoza said he encouraged the Commission to reach out to him if there were issues and that he would get back to them in a timely fashion.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Guthrie asked how much the traffic study would cost. Acting City Manager Hernandez said we have not gotten the quote back yet, but we will expect it this week. Commissioner Guthrie said that for everyone's context, this is in reference to Indian Wells Road and Juniper Avenue. A traffic study was done a year ago, and they did not see significant enough traffic to do anything. I think the traffic has increased substantially since then. Mayor Payne asked if this was the small Walmart area. Commissioner Guthrie said yes. You can sit there for a very long time trying to get out. Commissioner Rardin asked if we could use our own traffic counters. Acting City Manager Hernandez said we can put traffic counters, but to put a light, we need an actual traffic study.

CONSENT AGENDA

2. Approve the minutes for the Regular Commission meeting on August 12, 2025. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, the Investment Report for the quarter ending June 30, 2025 in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*
4. Consider, and act upon, the Contract Between Otero County and the City of Alamogordo for Housing of City Prisoners. *(David Kunihiro, Chief of Police)*

5. Consider, and act upon, the Public Works Bid No. 2025-002 award, Alameda Zoo Wall Improvements Project No. ZO2402, to Perimeter Ironwork, Fence and Block LLC, related to the Alameda Zoo Wall Improvements project for an amount not to exceed \$352,108, excluding NMGR. (Justen Boyle, Senior Project Manager)

6. Consider and act upon an emergency funds appropriation of \$28,171.50 through the Capital Outlay Bureau with the Aging & Long-Term Services Department to purchase a new hot truck for the Senior Center's Home-delivered Meal program (Magdalena Morales, ASC Manager / Veronica Ortega, Community Services Director)

7. Consider, and act upon, the award of Public Works Bid No. 2025-005, Lower Heights and Upper Heights Waterline Replacement WSRP 009 Project No. UC2210, to Crosstown Construction related to the Lower Heights and Upper Heights Waterline Replacement WSRP 009 project in an amount not to exceed \$1,067,880.02, including NMGR. (Justen Boyle, Senior Project Manager)

8. Consider, and act upon, the award of Public Works Bid No. 2025-003, La Luz South Reservoir Cover, Tower, and Catwalk Replacement WSRP 013 Project No. UC2209, to KE&G Construction INC., related to the La Luz South Reservoir Cover, Tower, and Catwalk Replacement WSRP 013 project in an amount not to exceed \$4,493,741.99, including NMGR. (Justen Boyle, Senior Project Manager/ Eddie Livingston, Engineer)

Commissioner Burnett said he wished to pull Item 5. Commissioner Tapley said he wished to pull Item 8.

Commissioner Burnett moved to approve as amended.

Commissioner Guthrie seconded the motion.

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

ITEMS REMOVED FROM CONSENT AGENDA

5. Consider, and act upon, the Public Works Bid No. 2025-002 award, Alameda Zoo Wall Improvements Project No. ZO2402, to Perimeter Ironwork, Fence and Block LLC, related to the Alameda Zoo Wall Improvements project for an amount not to exceed \$352,108, excluding NMGR. (Justen Boyle, Senior Project Manager)

Commissioner Burnett asked how this project was going. Senior Project Manager Boyle said it was going well. There is Bid 1 and an alternate Bid. Bid 1 goes from the Duck Pond all the way to the remainder of the wall. There are now four feet of wall on the west side, so they are almost done with the Duck Pond area. This item asks for funds to proceed with the rest of the wall. Commissioner Burnett said concerns have been raised about the company actually doing the work, like their license not being correct to erect the wall. Senior Project Manager Boyle said that the information is not correct. They have permits from the Construction Industries Division (CID), and they have all the licenses required to build the wall. Commissioner Burnett said there were visits by the State out there regarding permits not being pulled on the project. Senior Project Manager Boyle said that it came down to a miscommunication between the engineers who designed it. CID and the contractor worked together and pulled all permits. That is why they are continuing the work. Commissioner Burnett asked why there was a visit from the Railroad Commission. Senior Project Manager Boyle said yes. A certain contractor called them to complain about another contractor working in the right-of-way. Union Pacific has its own engineers. You have to contact them to ensure everything looks good, and I did. Unfortunately, that engineer moved to El Paso, and so they brought in a new engineer. That new engineer spoke to their boss, who is in Arkansas. I have all the documents from Union Pacific stating that I can continue working. We have all the permission we need. Again, they were called because another contractor called them. Commissioner Burnett asked why a visit was made by a USDA inspector. Senior Project Manager Boyle said the USDA has been out there for the past three years. It is a coincidence that all three were called on the same day by the same contractor. The USDA was out there before the project started. Mayor Payne said she doubted it was a coincidence. Senior Project Manager Boyle said I have this item up here to finish the wall because the USDA gave the Zoo three years to complete the wall. If I do not proceed with this wall, the Zoo will be shut down. Commissioner Burnett asked for an update on the protective netting for the birds. Senior Project Manager Boyle said that it was a different project. We are currently fixing the bid documents. Once we get that figured out and

fixed, it will be put out for advertisement. Hopefully, in the next week or two. I am on board with the USDA, CID, and Union Pacific. We are all in understanding and have everything organized and ready to go. Commissioner Burnett asked if they knew about the line locates. Underground power lines have been torn through. Senior Project Manager Boyle said that power is the City's line. That would be up to the City to locate, specifically, Facility Maintenance under Public Works. Commissioner Burnett said so we didn't get to locate for them. Senior Project Manager Boyle said they did not locate it. They hit two lines. If they do not locate, that is on them. The Zoo is the oldest one in the southwest. Finding every single line is very hard. Commissioner Burnett said he just wanted to ensure everything was done correctly since concerns have been raised. We want to ensure our contractors have everything before work is started. Senior Project Manager Boyle said that locations cannot be located on private property. Locates are up to Facility Maintenance, and they knew about this. The lines were connected to the wall and under it. They knew the project had started, and they should have marked the lines, but no one did. The wires have been fixed and are sleeved into the footing. They are marked on our GPS system. We will have redlines for the Zoo for future reference to avoid this issue again. Commissioner Burnett asked how much time they had to complete this project. Senior Project Manager Boyle said they have an additional ninety days to complete this part of the project if this is approved. As long as the USDA sees progress by November, they will continue. If they only see the Duck Pond completed but not the rest of the wall, that is where we may run into the issue of the Zoo being closed.

Commissioner Rardin asked what fund this money was being pulled from. Acting City Manager Hernandez said Fund 105 for economic development, which is for the pool and other quality of life facilities. Commissioner Rardin said so the \$4,000,000 transferred to the pool will pay for this? She said part of the fund balance is in Fund 105. The tax is coming to it. We are still getting the tax from it. He asked if that would sunset at the end of the year. She said no, we are getting the tax, and it is allocated to quality of life facilities. I am not sure if it will be pulled exactly from Fund 105. It depends on where we have the cash at.

Commissioner Rardin said a base bid and an alternate bid were done. If both were awarded at the same time, would it have changed the outcome of who it went to? Would it have been awarded to a different contractor if both had been awarded? Senior Project Manager Boyle said the other contractor that bid against this one was substantially higher. So no, they still would have been awarded this project.

Commissioner Rardin said if the USDA has been after us for three years, why have we not heard about it? Acting City Manager Hernandez said they have been documenting it. That is why the wall is on the ICIP. We were told about it, but there has been no written reprimand. We have a new USDA Representative who has been strict on things happening in the Zoo. This year, she said if you do not do it, we will shut down the Zoo. That is why you are hearing about it now. We put it on ICIP. We were working towards it, but it was not enough, and so we did it again. It came to a head this year. He said so even though substantial gains were made to the wall, they are still holding us to the timeframe. She said yes. We have said we are working on it, but when we requested money, it was not enough. At this point, we need to get it done. We have been requesting the money from ICIP and piecing together the wall for three years.

Commissioner Rardin asked what license classification was required to do the project. Senior Project Manager Boyle said GB98 for the wall. GB98, G98, and GF98 are the three they have. The other part can have a GF98. Commissioner Rardin asked who they had a permit for. Senior Project Manager Boyle said themselves. They have a partner, who is an engineer with a GB98. They pulled the permit because that is his business partner.

Acting City Manager Hernandez said to address Commissioner Burnett's earlier remarks, he is right. When these problems came up, we made errors, and we need to fix them. I think we are all in agreement that sometimes we do not know what we did not know. We are holding ourselves to the same standard that we are holding other contractors. We need to get them done and correct our own errors.

Commissioner Rardin asked about the work performed without a permit in the first part. Senior Project Manager Boyle said that it was signed off by the engineer, who is the business partner. They said as long as he signs off on it, they will accept it. Commissioner Rardin asked if we had photographs. Senior Project Manager Boyle said yes, we always have photographs on our daily reports. A daily log is an inspector requirement. Commissioner Rardin said that if we get a premature failure of the wall, we will know who to blame. Senior Project Manager Boyle said

yes.

Mayor Payne said so we are talking about Perimeter Ironwork, Fence and Block LLC. Are they an out-of-town contractor? Senior Project Manager Boyle said yes, they are from Albuquerque. They previously did work for the City. Mayor Payne said there was another contractor that bid. Are they local? Senior Project Manager Boyle said yes, KE&G are now local. The other two that showed up for the pre-bid number bid on the job.

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

8. Consider, and act upon, the award of Public Works Bid No. 2025-003, La Luz South Reservoir Cover, Tower, and Catwalk Replacement WSRP 013 Project No. UC2209, to KE&G Construction INC., related to the La Luz South Reservoir Cover, Tower, and Catwalk Replacement WSRP 013 project in an amount not to exceed \$4,493,741.99, including NMGR. (Justen Boyle, Senior Project Manager/ Eddie Livingston, Engineer)

Commissioner Tapley said in the last meeting that we were going to approve another company to do work on this project. It was pulled. Now, are we going with the higher bid? Senior Project Manager Boyle said he would defer to the engineer for that question. Mr. Livingston said he was Eddie Livingston, the President of Livingston Associate Engineers here in Alamogordo. We took bids from two contractors, and in the evaluation of the bids, one criterion is the unit costs of the bid rather than just the total cost. When you look at the bid from the apparent low, two items are considered unrealistic. Item 12 is the tower gates, which are both important and expensive equipment. The apparent low bid \$40,000 on that. In later communications with us, they admitted they had not received a bid from a supplier. When they later did, that cost was \$160,000, not including installation. So, the bid item is unrealistic and does not reflect the actual cost of doing the work. He mentioned that he could make up for that through other bid items, but that is improper. Each bid item is represented by the bidder as the cost that would be necessary to complete that item. So, you cannot rob Peter to pay Paul. When comparing the bid items, it shows an imbalance in the bids. The second item, Item 10 for the outlet tower, is the thirty-foot concrete tower diverting water from the reservoir into the pipeline. He bid that at \$22,000. We asked for a breakdown of that bid. According to my structural engineer, that bid is also unrealistic. When you look at both items, the unrealistic bids reflect the bidder's understanding of the work involved. When something is bid so low, and so far out of what would be considered a realistic bid, it opens up the contract to potential financial liability on the City's part. In other bid items, it could open up the possibility of over-building something, requesting more money, or changing orders. It is a real red flag. Looking at that bidder specifically, as your consultant, I cannot recommend the award to that contractor. We are left with the only other bidder, KE&G, and so I recommend the award of that.

Commissioner Rardin said referring to the two line items, they are unrealistic one way, but if you look at KE&G, they are unrealistic the other way based on your estimates. You have Number 10 at \$90,000, and they came in at \$230,000 in their line item. Is your estimation wrong, or is theirs? It is the same thing with Item 12. You came in at \$130,000, and they came in at \$237,000. They are almost double your estimate. Mr. Livingston said the engineer always hates to be the low bidder on a project. We did our initial estimate when the project was formulating. Prices have gone up substantially since then. So I do think we are low in our bid. Whenever we bid on projects, there is a range of bidders. You have low, medium, or high. On this project, I believe we have a medium and a high. His costs are uniformly high throughout, not just a couple of items. When they are high, in our opinion, the contractor has thought through the bid item, and there is plenty of money to build it. When it is low and totally unrealistic, that is the red flag. Commissioner Rardin said your engineer's estimate for Line Item 5 is \$180,000, and they are at \$87,000. So, should that have been a red flag for KE&G? They are nearly \$100,000 lower than where you are at.

Commissioner Tapley asked if it would have been justified to say, "Hey, look, if you can keep this number here and move your numbers around to still be here." If you are under a timeline to get numbers, and sometimes you cannot even beg to get those numbers. Could that option have been given? Their correspondence clearly states that "We are confident with the overall pricing and look forward to a very successful project installation." Mr. Livingston said we cannot have the bidder change his numbers or move stuff. Commissioner Tapley said so, not the bottom number, but what about the others? Is that not legal? Mr. Livingston said it was not legal or proper. There are two

issues. What is the bottom line number, and what is the contractor's perceived understanding of the project? You have to evaluate the bid based on its own standing. When you look at the low bidders, their two items raise a big red flag. Not going out for supplier bids raises a big red flag. It shows a perceived possible misunderstanding, and he has to make up for those big losses in other bid items. If the bidder really represented what he thought it would take to build each of those items, well, there is not a lot of extra money in each one of the items that he can move here or there. So he will be looking for ways to add additional dollars to the contract by either overrunning unit cost items or asking for a change order for some reason. We have seen stuff like that before. Commissioner Tapley said we could go with the higher one and still get change orders. Mr. Livingston said I recommend we reject the lower one because of inconsistencies. It would be great if we had more bidders on the project, but we do not. Acting City Manager Hernandez said the Commission can approve what they want or reject it and have it go back out.

Commissioner Rardin asked if this was something that needed to be done in a hurry or if it could wait. Senior Project Manager Boyle said it was something that needed to be done. Commissioner Rardin asked if we had time to put this back out to rebid. Senior Project Manager Boyle said there is also a ten percent preference for it, too. Commissioner Rardin said you have the demo of the floating bid at \$200,000, but they only have \$22,000, and the other company is at \$70,000. There are a lot of different discrepancies between the two bids. In the past, we typically considered bids within ten percent of each other as decent. You raise concerns on Lone Mountain, but we have the same concerns with KE&G. Do we have to put this back out for bid? Utilities Director Nunnelley said that we are under a time constraint in the water construction area because we have to drain that reservoir all the way down. We only have what we call excess water to refill that. To be prepared for spring, the only time we have to do this is through the winter. If we rebid this, we will be in November-December before we start construction, and then it will be in early summer. Commissioner Burnett asked what the estimated timeline of completion would be. Senior Project Manager Boyle said eleven months. Commissioner Rardin said even if it were started tomorrow, we would still be in the middle of summer.

Mayor Pro-Tem McDonald moved to approve.

Commissioner Robinson seconded the motion.

Motion Failed with a vote of 3 - 4 - 0. Commissioner Stephen Burnett, Commissioner Josh Rardin, Commissioner Mark Tapley, and Commissioner Crystal Guthrie voted nay.

ADJOURNMENT

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)

Approved at the Regular Meeting held on September 9, 2025.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 08/06/2025

Report No: 3.

Submitted By: Kimberly Underwood

Subject: Consider, and act upon, an agreement with Otero County for receipt of the \$35,000 reimbursable grant award for the Alamogordo Public Library services to County residents. *(Kim Underwood, Library Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: An increase of \$35,000 in FY26 revenue/expenditure budgets for the Alamogordo Public Library to provide "library materials" (print and digital), as noted in Exhibit 'A' of the County agreement, which assists in meeting the Library's requisite "cash match" with the State Library to qualify for additional State funding. Receipt of this county grant allows the City Manager to approve a reallocation of the City portion of the Library's FY26 book supplies budget for other library equipment, supplies, services and technologies as needed.

Recommendation: Approve an award of \$35,000 for library materials for Otero County residents.

Background: This Community Services Agreement is a Memorandum of Understanding provisioning library materials for Otero County residents.

ADMINISTRATION
1101 NEW YORK AVENUE
ALAMOGORDO, NM 88310



WWW.CO.OTERO.NM.US
☎ (575) 437-7427
📠 (575) 443-2904

July 28, 2025

Alamogordo Public Library
Kim Underwood, Library Manager
920 Oregon Avenue
Alamogordo, NM 88310

Dear Ms. Underwood,

I am pleased to inform you that Alamogordo Public Library has been awarded funding through the Otero County Community Services Program. This award reflects our appreciation for your continued commitment to enhancing the quality of life in our community, and we are proud to support your important work.

Enclosed are two copies of the grant agreement. Please review the terms and conditions carefully. Once reviewed, kindly sign both copies—retaining one for your records—and return the other to our office at your earliest convenience.

Please return the signed copy to:

Sylvia Tillbrook
Executive Assistant
1101 New York Avenue
Alamogordo, NM 88310

Should you have any questions or need further clarification regarding the agreement or the funding process, please feel free to contact me at (575) 437-7427 or via email at stillbrook@co.otero.nm.us.

Congratulations once again on this achievement. We look forward to the positive impact your project or program will have on the residents of Otero County.

Sincerely,

Sylvia Tillbrook
Executive Assistant
Otero County Administration

ADMINISTRATION
1101 NEW YORK AVENUE
ALAMOGORDO, NM 88310



WWW.CO.OTERO.NM.US

(575) 437-7427

(575) 443-2928

**Agreement for Reimbursable Community Services Funding
Between the Board of County Commissioners of
Otero County, New Mexico,
and
Alamogordo Public Library**

I. General Provisions.

A. Parties

The parties to this agreement are:

1. the Board of County Commissioners of Otero County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-19-1 (1899), to be referred to as “Otero County,” and
2. **Alamogordo Public Library**, a unit of Local Government/A Local Non-profit, to be referred to as “Recipient.”

B. Parties Includes Officials, Employees, Agents, Etc.

The parties agree that references to “parties,” “Otero County” and “Recipient” shall be understood, where the context is appropriate, as including all their elected officials, directors, officers, employees, agents, contractors, licensees, invitees, and visitors.

C. Purpose

The purpose of this agreement for Otero County to provide community services funding to Recipient so that it may provide community services in Otero County in accordance with the legislative premise established by NMSA 4-38-13.2. These services are detailed in Exhibit A, which is attached to this agreement.

II. Essential Provisions.

A. Term & Effective Date

The term of this agreement shall be a term of one year, which shall be Otero County's fiscal year 2026.

This agreement shall commence upon July 1st, 2025, and this agreement shall terminate on June 30th, 2026, the last day of Otero County's fiscal year 2025. This agreement is not renewable.

B. Amount of Funding

The parties agree that the community services reimbursable funding shall not exceed **\$35,000.00** for the fiscal year.

C. Payments

Otero County will make payments by check or warrant.

D. No Use of County Purchasing Department

Recipient may not purchase any goods or services through Otero County or its purchasing department. If Recipient chooses to use funding provided by this agreement for the purchase of goods or services, it shall do so on its own account and with its own personnel.

E. Receipts for Payments

The Recipient agrees to submit receipts to Otero County for the reimbursement of payment paragraph II-C. The receipt shall reference this agreement's approved expenses, recipient's name, and the mailing address to which payment is to be sent. Receipts shall be sent to:

County of Otero
Attn: Sylvia Tillbrook, Contract Monitor
1101 New York Avenue
Alamogordo, New Mexico 88310

Receipts must be dated prior to June 30, 2026 and submitted to Otero County no later than 7/17/2026.

Recipient agrees to supply additional information to the Finance Department if the invoice information submitted is determined to be deficient. Such additional information shall be supplied by Recipient within fourteen days of the request.

F. Report on Activities

During the months of September 2025, December 2025, March 2026, and June 2026, in addition to Recipient's submission of receipts/invoices, an activities report shall be submitted to Otero County describing the use of funding during the corresponding quarter as described under this agreement. The receipts/invoices and the activities report must reflect the services provided to the community as outlined in the approved application.

The report shall be submitted to:
County of Otero
Attn: Sylvia Tillbrook, Contract Monitor
1101 New York Avenue
Alamogordo, New Mexico 88310

Recipient agrees to make its report in a form acceptable to the Contract Monitor and to supply additional information to the Contract Monitor if the Contract Monitor believes the report as submitted is deficient. Such additional information shall be supplied by Recipient within fourteen days of the Contract Monitor's request.

G. W-9 and Vendor ID Forms

Recipient agrees to supply Otero County with both (1) a completed and signed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification and (2) a completed Otero County vendor identification form.

Recipient agrees that these forms must be supplied annually even if Recipient had completed them in a prior year.

Recipient agrees that no payment can be made by Otero County until these forms are completed and returned to Otero County.

H. No Receipts Accepted After June 30th, 2026

Recipient agrees that no request for payment shall be honored by Otero County if its invoice documentation is dated after June 30th, 2026.

Recipient understands that Otero County must close its fiscal year on June 30th, 2026 and is unable to accept invoices dated after June 30th, 2026.

Recipient agrees that any receipts dated prior to July 1, 2026 or dated after June 30th, 2026 will be rejected.

Recipient agrees any request for payment received after July 17, 2026, will be rejected.

Recipient agrees that any balance under this agreement that was unpaid due to failure to submit timely requests for payment will be forfeited.

I. Non-transferrable

The parties agree that this agreement is non-transferable and it may not be assigned or sub-contracted to any other party.

Recipient may not pledge the funding provided under this agreement to another party.

J. Termination

The parties agree that this agreement may be terminated at any time.

III. Compliance with Laws.

A. Taxes

Recipient acknowledges that it may be subject to Federal, state, and local taxes. Recipient agrees that it is solely responsible for paying such taxes as well as any interest and penalties that may arise from its failure to do so.

Recipient agrees that upon demand of the County Commissioners, it shall provide evidence that it is current in its payment of Federal, State, and local taxes, including payments required under: (1) the Federal Insurance Contributions Act, 26 U.S.C. § 3101 et seq.; (2) the Unemployment Compensation Law, N.M.S.A. 1978, § 51-1-1 et seq.; (3) the Workers' Compensation Act, N.M.S.A. 1978, § 52-1-1 et seq.; and (4) the Gross Receipts and Compensating Tax Act, N.M.S.A. 1978, § 7-9-1 et seq.

Recipient agrees to indemnify Otero County for any action against the Otero County arising from Recipient's failure to pay any tax or make any payment required by law.

B. Licenses and Permits

Recipient agrees to obtain all licenses or permits necessary for the conduct of its operations and will be solely responsible for the costs of the licenses or permits.

Recipient agrees to indemnify Otero County against any action arising from Recipient's failure to obtain any licenses or permits.

Recipient agrees to provide copies of all its licenses or permits to Otero County Commissioners upon demand.

C. Corporate Status

Recipient warrants that it is either (a) a non-profit corporation in good standing with the New Mexico Secretary of State or (b) a unit of a local government.

If Recipient is a non-profit corporation, Recipient agrees that it shall keep its corporate status in good standing with the New Mexico Secretary of State.

Recipient shall give Otero County notice of any change in its corporate status within fourteen days.

Recipient agrees to provide Otero County a copy of a certificate of good standing upon demand.

D. Non-profit Tax Status

Recipient warrants that it has tax-exempt status with the Internal Revenue Service because it is either (a) a non-profit corporation certified as tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or (b) a unit of a local government.

If Recipient has tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986, Recipient agrees that it shall keep this status with the Internal Revenue Service.

Recipient shall give Otero County notice of any change in its tax-exempt status under the Internal Revenue Code of 1986 within fourteen days.

Recipient agrees to provide Otero County proof of its tax status upon demand.
Recipient agrees to provide Otero County with a copy of its Internal Revenue Service Form 990 or audited financial statements upon demand.

E. Anti-discrimination Laws

Recipient agrees that it shall comply with all Federal, state, and local anti-discrimination laws, including:

- 1) the Civil Rights Act of 1964, Pub. L. 88-352, 78 Stat. 741;
- 2) the Age Discrimination in Employment Act of 1967, Pub. L. 90-202, 81 Stat. 602;
- 3) the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 355;
- 4) the Older Americans Amendments Act of 1975, Pub. L. 94-135, 89 Stat. 713;
- 5) the Americans with Disabilities Act of 1990, Pub. L. 101-336, 104 Stat. 327;
- 6) the Civil Rights Act of 1991, Pub. L. 102-166, 105 Stat. 1071;
- 7) the ADA Amendments Act of 2008, Pub. L. 110-325, 122 Stat. 3553;
- 8) the Human Rights Act, N.M.S.A. 1978, § 28-1-1 et seq.; and
- 9) the Fair Pay for Women Act, N.M.S.A. 1978, § 28-23-1 et seq.

F. Federal, State, and Local Laws

Recipient acknowledges that it is subject to Federal, state, and local laws and will comply with them.

Recipient agrees that will indemnify Otero County for any violation of Federal, state, or local law committed by it.

IV. Contract Interpretation Provisions.

A. Entire Agreement

The parties agree that this document constitutes the entire agreement between them and any prior agreements or understandings between them have been merged into this document.

B. Amendments

The parties agree that amendments to this agreement shall be done in writing and signed by representatives of them in the same manner that this contract was executed.

C. Severability

The parties agree that if any part of this agreement is found to be unenforceable under present laws or those enacted during the term of this agreement, then the illegal parts of this agreement shall be severed from the agreement and the remaining parts shall continue in force.

D. Waivers

No waiver or any breach or default by Recipient shall constitute a waiver of any subsequent default or breach by it.

E. Choice of Law

The parties agree that the laws of the State of New Mexico shall govern the interpretation of this agreement.

F. Forum-Selection

The parties agree that the exclusive forum for disputes under this agreement shall be the Twelfth Judicial District Court of the State of New Mexico sitting in Otero County.

If the Twelfth Judicial District Court finds that the amount in question in the suit is below its jurisdictional limits, the parties agree that the exclusive forum for disputes shall lie instead with the Otero County Magistrate Court.

G. Submission to Jurisdiction

The parties agree to submit to the jurisdiction of both the Twelfth Judicial District Court and the Otero County Magistrate Court.

H. Federal Court

The parties hereby waive their rights to file in or remove to Federal court any suit brought under this agreement.

J. Running of Time

If the deadline for any act required under this agreement falls upon a Saturday, Sunday, legal holiday, or other day that the Otero County offices are closed, then the act shall be timely if done on the next weekday that Otero County offices are open.

K. Non-appropriation

If the performance of Otero County is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and sufficient appropriations and authorizations are not made by the Legislature of New Mexico, this agreement shall terminate upon written notice being provided by the Otero County to Recipient. Otero County's decision as to whether sufficient appropriations are available shall be accepted by Recipient and shall be final.

L. Status of Recipient

Recipient agrees that it is an independent contractor of Otero County.

Recipient agrees that none of its employees or volunteers are employees of Otero County and therefore they shall not be entitled to any salary or benefits from Otero County.

M. Notices

The parties agree to make any notices required under this agreement in writing. Any notices declaring a default or terminating this agreement shall be sent to the parties at the addresses below by the U.S. Postal Service or commercial carrier using a method of delivery that requires the addressee to sign for the item. Examples of such methods are certified mail, registered mail, and express mail.

Notices shall be sent to Otero County as follows:

County of Otero
Attn: Sylvia Tillbrook, Contract Monitor
Otero County Administration Building
1101 New York Avenue
Alamogordo, New Mexico 88310

Notices shall be sent to Recipient as follows:

Alamogordo Public Library
Attn: Kim Underwood
920 Oregon Avenue
Alamogordo, NM 88310

OTERO COUNTY, NEW MEXICO

By: _____

Pamela Heltner
County Manager

Date: _____

7/24/25

Attest: _____

Selina Maes
Otero County Clerk

(SEAL)



Alamogordo Public Library

By: _____

Authorized Representative

Date: _____

Exhibit A

Recipient agrees to provide community services as follows:

(See Attached Pages)

EXHIBIT A

OTERO COUNTY COMMUNITY SERVICES GRANT APPLICATION FY 2025-2026

All grant applications will be reviewed and considered for approval by the Otero County Board of County Commissioners.

Grants will be paid on a reimbursement basis.

Please complete the following information:

Organization Name: Alamogordo Public Library

Mailing Address: 920 Oregon Avenue
Alamogordo, New Mexico 88310

Primary Contact Name: Kim Underwood, Library Manager
Phone: (575) 439-4140 #4165
Email: kunderwood@ci.alamogordo.nm.us

Secondary Contact Name: Evelyn Huff, Finance Director
Phone: (575) 439-4268
Email: ehuff@ci.alamogordo.nm.us

Federal TIN: 85-6000099

Amount of Funding
Requested: \$50,000.00

What is the mission of your organization? (attach add'l page if needed)

(see attached narrative)

What services do you provide to Otero County citizens? (attach add'l page if needed)

(see attached narrative)

OTERO COUNTY COMMUNITY SERVICES GRANT FUNDING FY26

Please provide a breakdown of how the grant funds will be used, (dollar amount by program or expense type):

	Amount	Program/Project
1.	\$ 50,000.00	Public library materials: Print & Digital Books & Periodicals; Physical & Digital Audiobooks;
2.		Youth STEAM Kits; DVDs; Databases; Subscriptions; Braille Materials (Youth & Adult);
3.		Large Type Books; Job Training/Seeking Platforms; Language Learning Databases;
4.		Computer Coding (Youth & Adult) as well as 3D Printing Supplies/Training.
5.		
6.		
7.		
8.		
9.		
10.		
	\$35,000 \$ 50,000.00	Total Funding Request

Will any of the grant funds be used as a match for other federal, state or local grants?

Yes ☒ No ☐

The following items will be **required** to be submitted as part of your application packet:

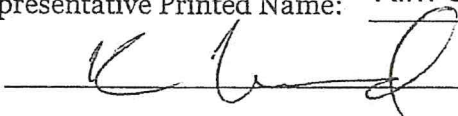
- Copy of most recent Financial Statements **NEW REQUIREMENT**
- Completed W-9 Form
- Completed Vendor Master Request Form
- Copy of IRS Determination Letter designating your organization as tax-exempt (not applicable for units of local/state/tribal government)
- Amounts and description of other current funding sources and how they are used by your organization, (grants, etc...)

The following items are **optional** to submit with your application packet:

- Letters of support or endorsement of your organization
- Photos/printed programs/newsletters of past program events or projects

By signing this application, I hereby attest that all the information contained within, and attached to this application is a true and correct representation of the organization requesting community services grant funding from Otero County.

Authorized Representative Printed Name: Kim Underwood, Library Manager

Signature:  Date: March 21, 2025

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/03/2025

Report No: 4.

Submitted By: Josh Sides

Subject: Consider, and act upon, Resolution 2025-28, declaring 1401 Mountain View, 1500 Ohio, 1802 Mason, 1104 Lindberg, 1108 Airport, 2204 S. Walker, and 123 Railroad no longer being ruined, damaged, and dilapidated, or a menace to public comfort, health, peace, or safety. *(Josh Sides, Code Enforcement Manager)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the resolution.

Background: 401 Mountain View, 1500 Ohio, 1802 Mason, 1104 Lindberg, 1108 Airport, 2204 S. Walker, and 123 Railroad are no longer so ruined and dilapidated and do not currently risk the public's health and safety.

RESOLUTION NO. 2025-28

A RESOLUTION DECLARING THE BUILDING OR STRUCTURE, OR THE PREMISES LOCATED AT 1401 MOUNTAIN VIEW, 1500 OHIO, 1802 MASON, 1104 LINDBERG, 1108 AIRPORT, 2204 S. WALKER, AND 123 RAILROAD ALAMOGORDO, OTERO COUNTY, NEW MEXICO, TO NO LONGER 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 buildings, structures, or premises at 1401 Mountain View, 1500 Ohio, 1802 Mason, 1104 Lindberg, 1108 Airport, 2204 S. Walker, and 123 Railroad, as more particularly described on the attached Exhibits 1 through 7 (the “Properties”); 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 no longer 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 8 through 14, are hereby approved and adopted, and that the Property is found to no longer 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.

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

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

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Exhibit "1"

Account: R016516

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

Location

Account Number R016516

Situs Address 1401 MOUNTAIN VIEW AVE

Previous Parcel ID 01-07085

Parcel Sequence

Neighborhood A11 - Mountain View West

Tax Area 01_R

Parcel Number 01N4056094284376

Legal Summary Subd: MOUNTAIN VIEW #1

Lot: 29 W12.22', 30 Block: 14

Appraiser James Bowman

Owner Information

Owner Name CHEUNG, SUSIE

Owner Address 163 EAGLE DR
ALAMOGORDO, NM 88310

Assessment History

Actual (2025 - Residential Cap applied) \$105,803

Primary Taxable \$35,268

Tax Area: 01_R **Mill Levy:** 25.391000

Type	Actual	Assessed	Acres	SQFT
Residential Land	\$12,626	\$4,209	0.192	
Residential Improvement	\$93,177	\$31,059		1713.000

Transfers

Sale Date

Sale Price

Doc Description

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

Tax History (*Estimated Taxes NOT TO BE USED TO MAKE PAYMENT*)

Images

Tax Year	Taxes	
*2025	\$895.48	
2024	\$869.40	

* Estimated

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)



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Exhibit "2"

Account: R010423

**** 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 R010423</i>	Owner Name HAWKINS, EDWARD LAMAR	Actual (2025)	\$59,688		
Situs Address 1500 OHIO AVE	Owner Address 1500 OHIO	Primary Taxable	\$19,896		
Previous Parcel ID 01-00680	ALAMOGORDO, NM 88310	Tax Area: 01_R	Mill Levy: 25.391000		
Parcel Sequence		Type	Actual	Assessed Acres	SQFT
Neighborhood A2 - Central Alamogordo		Residential Land	\$15,351	\$5,117	0.172
Tax Area 01_R		Residential Improvement	\$44,337	\$14,779	2118.000
Parcel Number 01N4055093253450					
Legal Summary Subd: ALAMO BLOCKS Lot: 1 Block: 79					
Appraiser Other					

[Transfers](#)

Sale Date	Sale Price	Doc Description
		Deed
		Deed
		Deed
		Deed
		Deed
		Deed
		Deed

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

Images

Tax Year	Taxes	
*2025	\$505.16	
2024	\$609.36	

* Estimated

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)



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Exhibit "3"

Account: R016343

**** 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 R016343</i>	Owner Name GARNAND, DAVID	Actual (2025 - Residential Cap applied) \$110,527															
Situs Address 1802 MASON DR	Owner Address 1940 SOLANA RD SE	Primary Taxable \$36,843															
Previous Parcel ID 01-06909	DEMING, NM 88030	Tax Area: 01_R Mill Levy: 25.391000															
Parcel Sequence		<table><tr><th>Type</th><th>Actual</th><th>Assessed</th><th>Acres</th><th>SQFT</th></tr><tr><td>Residential Land</td><td>\$12,197</td><td>\$4,066</td><td>0.138</td><td></td></tr><tr><td>Residential Improvement</td><td>\$98,330</td><td>\$32,777</td><td></td><td>2070.000</td></tr></table>	Type	Actual	Assessed	Acres	SQFT	Residential Land	\$12,197	\$4,066	0.138		Residential Improvement	\$98,330	\$32,777		2070.000
Type	Actual	Assessed	Acres	SQFT													
Residential Land	\$12,197	\$4,066	0.138														
Residential Improvement	\$98,330	\$32,777		2070.000													
Neighborhood A12 - Abbott Ave																	
Tax Area 01_R																	
Parcel Number 01N4056094476363																	
Legal Summary Subd: MOUNTAIN VIEW #2																	
Lot: 4 Block: 22																	
Appraiser Other																	

[Transfers](#)

Sale Date	Sale Price	Doc Description
		Deed
		Deed
		Deed
		Deed
		Affidavit of Death Certificate

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

Images

Tax Year	Taxes
*2025	\$935.48
2024	\$908.20

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)

* Estimated



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Exhibit "4"

Account: M010383

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

1 of 3 Results [Next->](#)

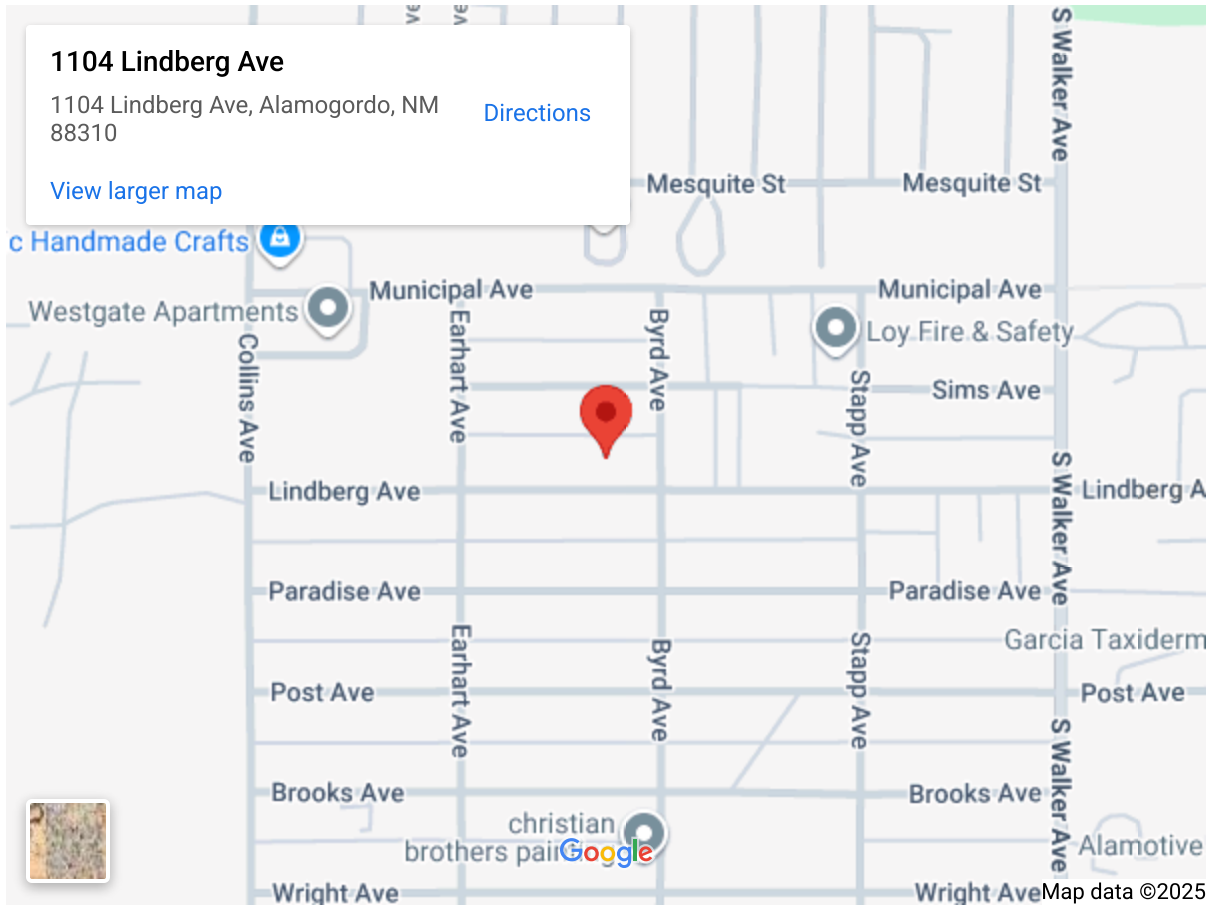
Location	Owner Information	Assessment History			
Account Number M010383 Situs Address 1104 LINDBERG AVE PTD Number 00685 Parcel ID Neighborhood A24 - Airport Area Tax Area 01_R Parcel Number 01N4053098390058 Legal Summary Subd: AIRPORT REPLAT A BLK 15 Lot: 9 Block: 15 MBL HOME TITLE: 9739MHE SERIAL: 488 YEAR: 1971 MAKE: UNITED SIZE: 12 X 50 Appraiser Other	Owner Name JONES & HARPER Owner Address 1305 LEAD ST TRUTH OR CONSEQUENCES, NM 87901	Actual (2025 - Residential Cap applied)\$1,624 Primary Taxable\$541 Tax Area: 01_R Mill Levy: 25.391000 TypeActualAssessedSQFT Mobile Home (Residential)\$1,624\$541600.000			
Transfers No Transfer Documents					
Tax History (Estimated Images) Taxes NOT TO BE USED TO MAKE PAYMENT					
Tax Year *2025 2024	Taxes \$13.72 \$13.36	• Map Focusing On: 1104 LINDBERG AVE ALAMOGORDO 88310			
* Estimated					

1104 Lindberg Ave

1104 Lindberg Ave, Alamogordo, NM
88310

[Directions](#)

[View larger map](#)



- [Account Search](#)
- [My Reports](#)
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- [Logout Public](#)



Account: R018633

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

<-Prev 2 of 2 Results

Location	Owner Information	Assessment History			
Account Number R018633	Owner Name CRAIN, JEFFREY A & TERRI KIM	Actual (2025)		\$7,120	
Situs Address 1108 AIRPORT AVE	Owner Address 1108 AIRPORT AVE ALAMOGORDO, NM 88310	Primary Taxable		\$2,373	
Previous Parcel ID 01- 09705		Tax Area: 01_R Mill Levy: 25.391000			
Parcel Sequence		Type	Actual	Assessed	Acres
Neighborhood A24 - Airport Area		Residential Land	\$7,120	\$2,373	0.176
Tax Area 01_R					
Parcel Number 01N4053098373257					
Legal Summary Subd: SACRAMENTO PARK Lot: 15 Block: 9					
Appraiser STEVE BOYLE					

Transfers

Sale Date	Sale Price	Doc Description
		Deed
		Deed
		Deed
		Deed

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

Tax Year	Taxes	
*2025	\$60.24	• Map
2024	\$60.24	• GIS
* Estimated		

Focusing On: 1108 AIRPORT AVE ALAMOGORDO 88310

1108 Airport Ave

1108 Airport Ave, Alamogordo, NM
88310

[Directions](#)

[View larger map](#)



Google

Map data ©2025

- Exhibit "6"

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

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>
<i>Account Number</i> <i>R020395</i>	Owner Name KIPLER, LA DONNA S	Actual (2025) \$12,013
Situs Address 2204 S WALKER AVE	Owner Address 2204 S WALKER AVE ALAMOGORDO, NM 88310	Primary Taxable \$4,004
Previous Parcel ID 01-11768		Tax Area: 01_R Mill Levy: 25.391000
Parcel Sequence		Type Actual Assessed Acres
Neighborhood A24 - Airport Area		Residential Land \$12,013 \$4,004 0.179
Tax Area 01_R		
Parcel Number 01N4053097527455		
Legal Summary Subd: COLLINS RESUB OF TRACT 9 Lot: 3		
Appraiser STEVE BOYLE		

[illegible]

[12/12/2013](#)

[Deed](#)
[Deed](#)
[Deed](#)

[Notice of Escrow](#)

[Separate Property Agreement](#)

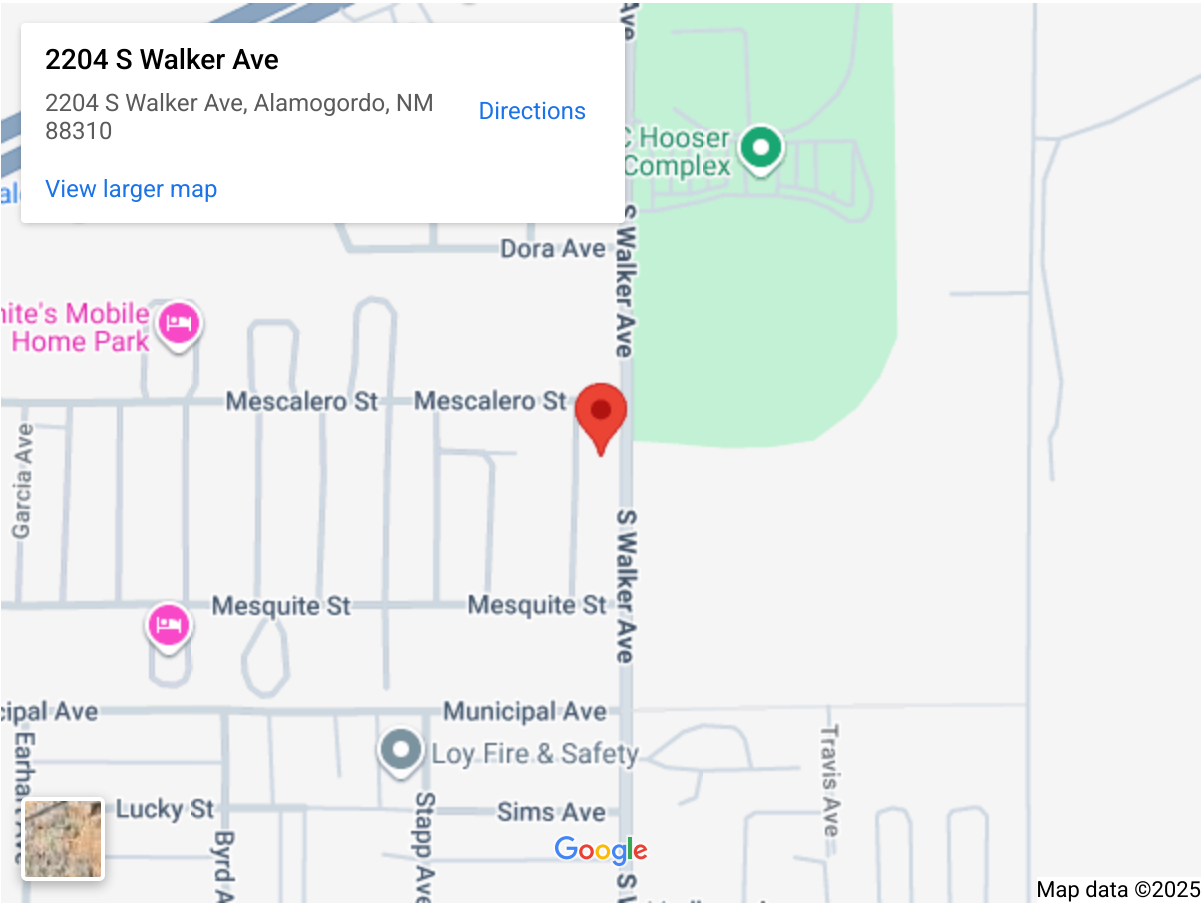
[Warranty Deed](#)

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

Tax Year	Taxes
*2025	\$101.68
2024	\$101.68

- [Map](#)
- [GIS](#)

Focusing On: 2204 S WALKER AVE ALAMOGORDO 88310



- [Account Search](#)
- [My Reports](#)
- [Help](#)
- [Logout Public](#)

Exhibit "7"

Account: R013172

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

Location

Account Number R013172

Situs Address 123 RAILROAD AVE

Previous Parcel ID 01-03588

Parcel Sequence

Neighborhood A1 - South Central Alamogordo

Tax Area 01_NR

Parcel Number 01N4055094061481

Legal Summary Subd: CHIHUAHUA
ADDITION Lot: 8 Block: B

Appraiser Leah Silva

Owner Information

Owner Name JUAREZ, IVAN N

Owner Address 2 CRESTWOOD LANE
ALAMOGORDO, NM 88310

Assessment History

Actual (2025) \$14,653

Primary Taxable \$4,884

Tax Area: 01_NR **Mill Levy:** 32.677000

Type	Actual	Assessed	Acres	SQFT
Non-Residential Land	\$6,600	\$2,200	0.110	
Non-Residential Improvement	\$8,053	\$2,684		835.000

Transfers

Sale Date

Sale Price

Doc Description

[Deed](#)

[Deed](#)

[Deed](#)

[Deed](#)

Tax History (*Estimated Taxes NOT TO BE USED TO MAKE PAYMENT*)

Images

Tax Year	Taxes
*2025	\$159.60
2024	\$157.12

- [Map](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)

* Estimated





Exhibit "8"

Activity Information

Case #: 202302034

Case Date: 10/19/2023

Activity Date: 05/28/2025

Activity Type: Inspection

Scheduled Date: 05/28/2025

Scheduled Time: 13:30

Completion Date: 05/28/2025

Description: On 05/28/2025, I, Code Enforcement Manager Josh Sides, received a phone call from Mrs. Susie Cheung, the property owner of 1401 Mountain View, Alamogordo, Otero County, New Mexico. Mrs. Cheung asked if I would meet her at the residence to reinspect it to being the process of uncondemning it. Upon arrival, I met with Mrs. Cheung and walked the residence with her. The residence was completely refurbished. There was new flooring, paint, and the odor was completely eliminated. I photographed the conditions of the residence and will be drafting a resolution to go before the City Commission to uncondemn the property. Nothing Further.

Activity Status: In Compliance

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4056094284376

CHEUNG, SUSIE

1401 MOUNTAIN VIEW AVE

Alamogordo

Zoning: Lot: 29W12.22', 30Block: 14

CHEUNG, SUSIE

163 EAGLE DR

Alamogordo, New Mexico 88310

5754429573



Exhibit "9"

Activity Information

Case #: 202301951

Case Date: 10/12/2023

Activity Date: 07/03/2025

Activity Type: Re-Inspection

Scheduled Date: 07/03/2025

Scheduled Time: 14:00

Completion Date: 07/03/2025

Description: On 07/03/2025, I, Code Enforcement Manager Josh Sides, proceeded to 1500 Ohio, Alamogordo, Otero County, New Mexico to conduct a reinspection of this property. Upon arrival, I observed the residence to be completely demolished and all violations no longer present. Nothing Further.

Activity Status: Abatement completed

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4055093253450

HAWKINS, EDWARD LAMAR

1500 OHIO AVE

ALAMOGORDO

Zoning: Lot: 1Block: 79

HAWKINS, EDWARD LAMAR

1500 OHIO ALAMOGORDO

ALAMOGORDO, NEW MEXICO 88310



Exhibit "10"

Activity Information

Case #: 202400350

Case Date: 02/16/2024

Activity Date: 07/03/2025

Activity Type: Re-Inspection

Scheduled Date: 07/03/2025

Scheduled Time: 13:45

Completion Date: 07/03/2025

Description: On 07/03/2025, I, Code Enforcement Manager Josh Sides, proceeded to 1802 Mason, Alamogordo, Otero County, New Mexico, to conduct a reinspection of this property. Upon arrival, I observed the residence to be completely demolished. All violations are no longer present. Nothing Further.

Activity Status: Abatement completed

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4056094476363

GARNAND, DAVID

1802 MASON DR

Alamogordo

Zoning: R-1Lot: 4Block: 22

GARNAND, DAVID

1940 SOLANA RD SE

DEMING, NM 88030



Exhibit "11"

Activity Information

Case #: 202302432

Case Date: 12/08/2023

Activity Date: 07/07/2025

Activity Type: Re-Inspection

Scheduled Date: 07/07/2025

Scheduled Time: 14:30

Completion Date: 07/07/2025

Description: On 07/07/2025, I, Code Enforcement Manager Josh Sides, proceeded to 1104 Lindberg, Alamogordo, Otero County, New Mexico, to conduct a reinspection of this property. Upon arrival, I observed the residence to be completely demolished. All violations are no longer present. Nothing Further.

Activity Status: Abatement completed

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4053098390058

ALAMOGORDO CITY OF

1104 LINDBERG AVE

ALAMOGORDO

Zoning: MH-1Lot: 9Block: 15

ALAMOGORDO CITY OF

1376 E 9TH ST

ALAMOGORDO, NEW MEXICO 88310



Exhibit "12"

Activity Information

Case #: 202400707

Case Date: 03/29/2024

Activity Date: 07/07/2025

Activity Type: Re-Inspection

Scheduled Date: 07/07/2025

Scheduled Time: 14:45

Completion Date: 07/07/2025

Description: On 07/03/2025, I, Code Enforcement Manager Josh Sides, proceeded to 1108 Airport, Alamogordo, Otero County, New Mexico, to conduct a reinspection of this property. Upon arrival, I observed the residence to be completely demolished. All violations are no longer present. Nothing Further.

Activity Status: Abatement completed

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4053098373257

CRAIN, JEFFREY A & TERRI KIM

1108 AIRPORT AVE

ALAMOGORO

Zoning: MH-1**Lot:** 15**Block:** 9

CRAIN, JEFFREY A & TERRI KIM

1108 AIRPORT AVE

ALAMOGORDO , NM 88310



Exhibit "13"

Activity Information

Case #: 202300492

Case Date: 02/28/2023

Activity Date: 07/07/2025

Activity Type: Re-Inspection

Scheduled Date: 07/07/2025

Scheduled Time: 15:30

Completion Date: 07/07/2025

Description: On 07/03/2025, I, Code Enforcement Manager Josh Sides, proceeded to 2204 S. Walker, Alamogordo, Otero County, New Mexico, to conduct a reinspection of this property. Upon arrival, I observed the residence to be completely demolished. All violations are no longer present. Nothing Further.

Activity Status: Abatement completed

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4053097527455

KIPLER, LA DONNA S

2204 S WALKER AVE, ALAMOGORDO, 88310

KIPLER, LA DONNA S

2204 S WALKER AVE

ALAMOGORDO, NM 88310

Zoning: Lot: 3Block:



Exhibit "14"

Activity Information

Case #: 202400862

Case Date: 02/16/2024

Activity Date: 07/07/2025

Activity Type: Inspection

Scheduled Date: 07/07/2025

Scheduled Time: 10:00

Completion Date: 07/07/2025

Description: On 07/07/2025, I, Code Enforcement Manager Josh Sides, inspected 123 Railroad Ave., Alamogordo, Otero County, New Mexico after I was notified by my contractor GCW Construction, that the property had been demolished and cleaned up. I observed there to be just a dirt lot, and everything had been cleaned. Nothing Further.

Activity Status: In Compliance

Assigned To: JOSH SIDES

Hours: 0.0

Property Information

Parcel#: 01N4055094061481

JUAREZ, IVAN N

123 RAILROAD AVE

ALAMOGORDO

Zoning: M-1Lot: 8Block: B

JUAREZ, IVAN N

2 CRESTWOOD LANE

ALAMOGORDO, NM 88310

Dilapidated Structures

Now in compliance

1401 Mountain View



1500 Ohio



1802 Mason



1104 Lindberg



1108 Airport



2204 S. Walker



123 Railroad



Questions

Josh Sides

Code Enforcement Manager

ICC/AACE Certified Code Enforcement Officer



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/04/2025

Report No: 5.

Submitted By: Justen Boyle

Subject: Consider, and act upon, the award of Public Works Bid No. 2025-006, Otero/ Greentree Regional Landfill Cell #6 Project No. LF2402, to CBKN Dirtworks Inc., related to the Otero/ Greentree Regional Landfill Cell #6 project in an amount not to exceed \$1,998,402.72, including NMGR. *(Justen Boyle, Senior Project Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the award

Background: The Work designated as Otero/ Greentree Regional Landfill Cell #6 consists of, TO EXCAVATE THE CELL OF THE LANDFILL AND ESTABLISHING THE NEW VOLUMES TO INSTALL A NEW LINER FOR CELL #6. ALL, WITHIN THE CITY LIMITS OF ALAMOGORDO, NEW MEXICO. In accordance with the drawings, specifications, and other Contract Documents. The project was advertised on July 19 and 26, 2025. Bids were opened on August 22, 2025. The bid tabulation is attached.

Bid Comparison

Public Works Bid Number 2025-006

Project Title OTERO/GREEN LANDFILL CELL 6

Bid Opening Date August 22,2025

				Engineer's Estimate		Crosstown Construction		CBKN		MESA VERDE		JH SERVICES		KE&G	
ITEM NO.	DESCRIPTION OF WORK	Unit	Bid Quantity	Bid Item Cost	Extended	Bid Item Cost	Extended	Bid Item Cost	Extended	Bid Item Cost	Extended	Bid Item Cost	Extended	Bid Item Cost	Extended
1	SOIL COMPACTION	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	UNCLASSIFIED EXCAVATION	CY	80000	\$3.60	\$288,000.00	\$7.50	\$600,000.00	\$8.00	\$640,000.00	\$8.07	\$645,600.00	\$3.30	\$264,000.00	\$13.20	\$1,056,000.00
3	UPPER 6INCH SUBGRADE	CY	9400	\$5.00	\$47,000.00	\$30.70	\$288,580.00	\$3.00	\$28,200.00	\$23.86	\$224,284.00	\$26.00	\$244,400.00	\$10.25	\$96,350.00
4	GEOSYNTHETIC CLAY LINER	SY	56227	\$9.90	\$556,647.30	\$6.88	\$386,841.76	\$7.00	\$393,589.00	\$7.25	\$407,645.75	\$10.00	\$562,270.00	\$8.00	\$449,816.00
5	60 MIL DOUBLE TEXTURE	SY	12547	\$9.00	\$112,923.00	\$6.92	\$86,825.24	\$11.00	\$138,017.00	\$7.30	\$91,593.10	\$12.00	\$150,564.00	\$8.50	\$106,649.50
6	60 MIL SMOOTH HDPE	SY	43680	\$8.75	\$382,200.00	\$5.28	\$230,630.40	\$5.00	\$218,400.00	\$5.56	\$242,860.80	\$7.00	\$305,760.00	\$6.75	\$294,840.00
7	LEACHATE COLLECTION	LF	700	\$60.00	\$42,000.00	\$151.28	\$7,800.00	\$132.00	\$92,400.00	\$71.47	\$50,029.00	\$106.00	\$74,200.00	\$125.00	\$87,500.00
8	6INCH SOLID SDR11	LF	285	\$22.00	\$6,270.00	\$133.30	\$25,000.00	\$70.00	\$19,950.00	\$46.33	\$13,204.05	\$88.00	\$25,080.00	\$130.00	\$37,050.00
9	LEACHATE SUMP	LS	1	\$15,000.00	\$15,000.00	\$156,000.00	\$156,000.00	\$16,000.00	\$16,000.00	\$150,011.96	\$150,011.96	\$44,000.00	\$44,000.00	\$34,068.50	\$34,068.50
10	12INCH SOLID HDPE SDR11	LF	155	\$50.00	\$7,750.00	\$232.25	\$35,998.75	\$90.00	\$13,950.00	\$106.53	\$16,512.15	\$135.00	\$20,925.00	\$116.00	\$17,980.00
11	CELL TRANSITION	LF	970	\$30.00	\$29,100.00	\$80.41	\$77,997.70	\$53.00	\$51,410.00	\$73.02	\$70,829.40	\$83.00	\$80,510.00	\$25.00	\$24,250.00
12	VIDEO AND RECORD PIPE	LS	1	\$3,675.00	\$3,675.00	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$42,401.79	\$42,401.79	\$25,000.00	\$25,000.00	\$8,226.00	\$8,226.00
13	A-1 SOIL CUSHION	CY	37500		\$0.00	\$12.00	\$450,000.00	\$5.50	\$206,250.00	\$6.54	\$245,250.00	\$8.40	\$315,000.00	\$12.60	\$472,500.00
14															
15															
16															
17															
18															
19															
20															
21															
22															
23															
24															
				Sub-Totals	\$1,510,565.30	Sub-Totals	\$2,366,673.85	Sub-Totals	\$1,847,166.00	Sub-Totals	\$2,220,222.00	Sub-Totals	\$2,131,709.00	Sub-Totals	\$2,705,230.00
				NMGRT (8.1875%)	\$123,677.53	NMGRT (8.1875%)	\$193,771.42	NMGRT (8.1875%)	\$151,236.72	NMGRT (8.1875%)	\$181,780.68	NMGRT (8.1875%)	\$174,533.67	NMGRT (8.1875%)	\$221,490.71
				TOTALS	\$1,634,242.83	TOTALS	\$2,560,445.27	TOTALS	\$1,998,402.72	TOTALS	\$2,402,002.68	TOTALS	\$2,306,242.67	TOTALS	\$2,926,720.71
				Engineer's Estimate		Crosstown Construction		CBKN		MESA VERDE		JH SERVICES		KE&G	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/03/2025

Report No: 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Ordinance 1717 for first publication, approving a loan agreement in the amount of \$12,000,000 with the Drinking Water State Revolving Loan Fund for the construction of approximately 6.5 miles dedicated transmission water pipeline from Snake Tank Well 5. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the first publication of the ordinance

Background: We are requesting approval to close on a \$12,000,000 Drinking Water State Revolving Loan Fund loan to construct approximately 6.5 miles of transmission pipeline from the Sanke Tank Well 5. This application was submitted several years ago and was delayed while the right of way work with the railroad and DOT was completed. Since we are considered an underprivileged community, this loan does contain a principal forgiveness clause. The max amount the City will pay back is \$7,975,633.

Also Present:

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement in final form, the proposed Ordinance being as hereinafter set forth:

[Remainder of page intentionally left blank.]

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO
ORDINANCE NO. 1717

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“NMFA”), IN THE TOTAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) (“LOAN”) EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN SEVEN MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS (\$7,975,633), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF DEDICATED TRANSMISSION WATER PIPELINES TO THE TREATMENT FACILITY INCLUDING BUT NOT LIMITED TO APPROXIMATELY 6.5 MILES OF RAW WATER PIPELINES FROM SNAKE TANK WELL 5 TO THE 1-MGD BRACKISH WATER TREATMENT PLANT AND ANY APPURTENANCES NEEDED FOR CAPABILITIES AND CONNECTIONS (“PROJECT”), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the federal Safe Drinking Water Act of 1974 (“SDWA”); and

WHEREAS, the Governmental Unit is a legally and regularly created, established, duly organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, the home rule charter of the Governmental Unit under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due and enter into the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1, for all purposes, shall have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined) and, any term not defined herein shall have the definition given it by the Loan Agreement:

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the NMFA pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, Mayor Pro Tem, Finance Manager, City Manager, and City Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; the home rule charter of the Governmental Unit under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period

which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized City Commission of the Governmental Unit, or any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water and sewer or other services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Governmental Unit, authorizing the issuance of bonds or obligations payable from the Pledged Revenues, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan and subsidy agreement.

“Loan Agreement Payment” means, collectively, the Maximum Repayable Principal Amount, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Maximum Forgiven Principal Amount” means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to approximately thirty-four percent (34%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is four million twenty-four thousand three hundred sixty-seven dollars (\$4,024,367).

“Maximum Principal Amount” means twelve million dollars (\$12,000,000).

“Maximum Repayable Principal Amount” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement. The Maximum Repayable Principal Amount is seven million nine hundred seventy-five thousand six hundred thirty-three dollars (\$7,975,633).

“Net Revenues” means the Gross Revenues of the System owned minus Operation and Maintenance Expenses indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements and any other payments from the Gross Revenues reasonably required for operation of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

- (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 1717 adopted by the Governing Body of the Governmental Unit on October 14, 2025, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means the project described in the Term Sheet.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“System” means the public utility designated as the Governmental Unit’s joint water and sewer system, operated pursuant to the City Charter, and all improvements or additions thereto, including additions and improvements to be acquired, conducted or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered.

The Project is for the benefit and use of the Governmental Unit and the public whom it serves.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and completing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

F. The Governmental Unit will conduct and complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourth majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of seven million nine hundred seventy-five thousand six hundred thirty-three dollars (\$7,975,633) and interest thereon and to accept a loan subsidy in the amount of four million twenty-four thousand three hundred sixty-seven dollars (\$4,024,367) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan Agreement (i) to finance the conduction and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of twelve million dollars (\$12,000,000). The Aggregate Repayable Disbursements shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the Interest Rate designated in the Loan Agreement, including Exhibit "A" thereto.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other

obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the NMFA as provided in the Loan Agreement. The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in Section 4.2 of the Loan Agreement). Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of conducting and completing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the completion of the Project, the Governmental Unit shall execute and send to the NMFA a certificate stating that the completion of and payment for the Project has been completed.

D. NMFA Not Responsible for Application of Loan Proceeds. The NMFA shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the NMFA on a parity with the outstanding Parity Obligations in an amount sufficient to pay the principal, Interest Rate, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the Aggregate Program Amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, and Interest Rate requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required by the Loan Agreement, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Senior and Parity Obligations or bonds and Subordinate Obligations, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. First Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, Interest Rate, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the NMFA.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended, only with the prior written consent of the NMFA, by Authorized Officers of the Governmental Unit without receipt of the Governing Body of any additional consideration only when such amendment does not affect the terms of payment of the loan component of the Loan Agreement.

Section 13. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1717, duly adopted and approved by the City Commission of the City of Alamogordo on October 14, 2025. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 1376 E. Ninth St., Alamogordo, New Mexico, 88310.

The title of the Ordinance is:

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO
ORDINANCE NO. 1717

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“NMFA”), IN THE TOTAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) (“LOAN”) EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN SEVEN MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS (\$7,975,633), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF DEDICATED TRANSMISSION WATER PIPELINES TO THE TREATMENT FACILITY INCLUDING BUT NOT LIMITED TO APPROXIMATELY 6.5 MILES OF RAW WATER PIPELINES FROM SNAKE TANK WELL 5 TO THE 1-MGD BRACKISH WATER TREATMENT PLANT AND ANY APPURTENANCES NEEDED FOR CAPABILITIES AND CONNECTIONS (“PROJECT”), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication.]

Section 18. Execution of Agreements. The City of Alamogordo through its Governing Body agrees to authorize and execute all such agreements with the NMFA as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2025

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By _____
Susan L Payne, Mayor

[SEAL]

ATTEST:

By _____
Rachel Hughs, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _____.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (_____) members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Ordinance adopted, whereupon the Mayor and City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

[SEAL]

By _____
Susan L. Payne, Mayor

ATTEST:

By _____
Rachel Hughs, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF OTERO)

I, Rachel Hughs, the duly appointed, qualified, and acting City Clerk of the City of Alamogordo, New Mexico (the “Governmental Unit”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission (the "Governing Body"), of the Governmental Unit, had and taken at a duly called regular meeting held at the Donald E Carroll Commission Chambers, located at 1376 E. Ninth St., Alamogordo, New Mexico, on October 14, 2025, at the hour of 6:30 p.m., insofar as the same relate to the adoption of Ordinance No. 1717 and the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including the Governing Body's Open Meetings Resolution No. 2025-01 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of November, 2025.

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO

By _____
Rachel Hughs, City Clerk

[SEAL]

EXHIBIT “A”

Notice of Meeting, Meeting Agenda, Minutes,
Affidavit of Publication of Notice of Intent to Adopt,
and Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO
NOTICE OF PUBLIC HEARING AND INTENT TO ADOPT ORDINANCE

Notice is hereby given that at its regular meeting on October 14, 2025, commencing at the hour of 6:30 p.m., at the Donald E. Carroll Commission Chambers, 1376 E. Ninth St., Alamogordo, New Mexico 88310, the City Commission of the City of Alamogordo, New Mexico will conduct a public hearing to consider the proposed Ordinance No. 1717, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 1376 E. Ninth St., Alamogordo, New Mexico, 88310.

The title of the City Ordinance is:

CITY OF ALAMOGORDO,
OTERO COUNTY, NEW MEXICO
ORDINANCE NO. 1717

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“NMFA”), IN THE TOTAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) (“LOAN”) EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN SEVEN MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS (\$7,975,633), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF DEDICATED TRANSMISSION WATER PIPELINES TO THE TREATMENT FACILITY INCLUDING BUT NOT LIMITED TO APPROXIMATELY 6.5 MILES OF RAW WATER PIPELINES FROM SNAKE TANK WELL 5 TO THE 1-MGD BRACKISH WATER TREATMENT PLANT AND ANY APPURTENANCES NEEDED FOR CAPABILITIES AND CONNECTIONS (“PROJECT”), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/04/2025

Report No: 7.

Submitted By:

Subject: Consider, and act upon, Resolution 2025-29, a resolution expressing the intent of the City of Alamogordo, New Mexico to cooperate with Otero County, New Mexico, to: (1) designate the proposed redevelopment area as a metropolitan redevelopment area under the Metropolitan Redevelopment Code, (2) prepare and approve a metropolitan redevelopment plan for the rehabilitation and redevelopment of such area, including the Patriot Pointe development; and (3) authorize a 7-year redevelopment tax abatement through the Metropolitan Redevelopment Code process. (*Darrell Mori, City Attorney*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

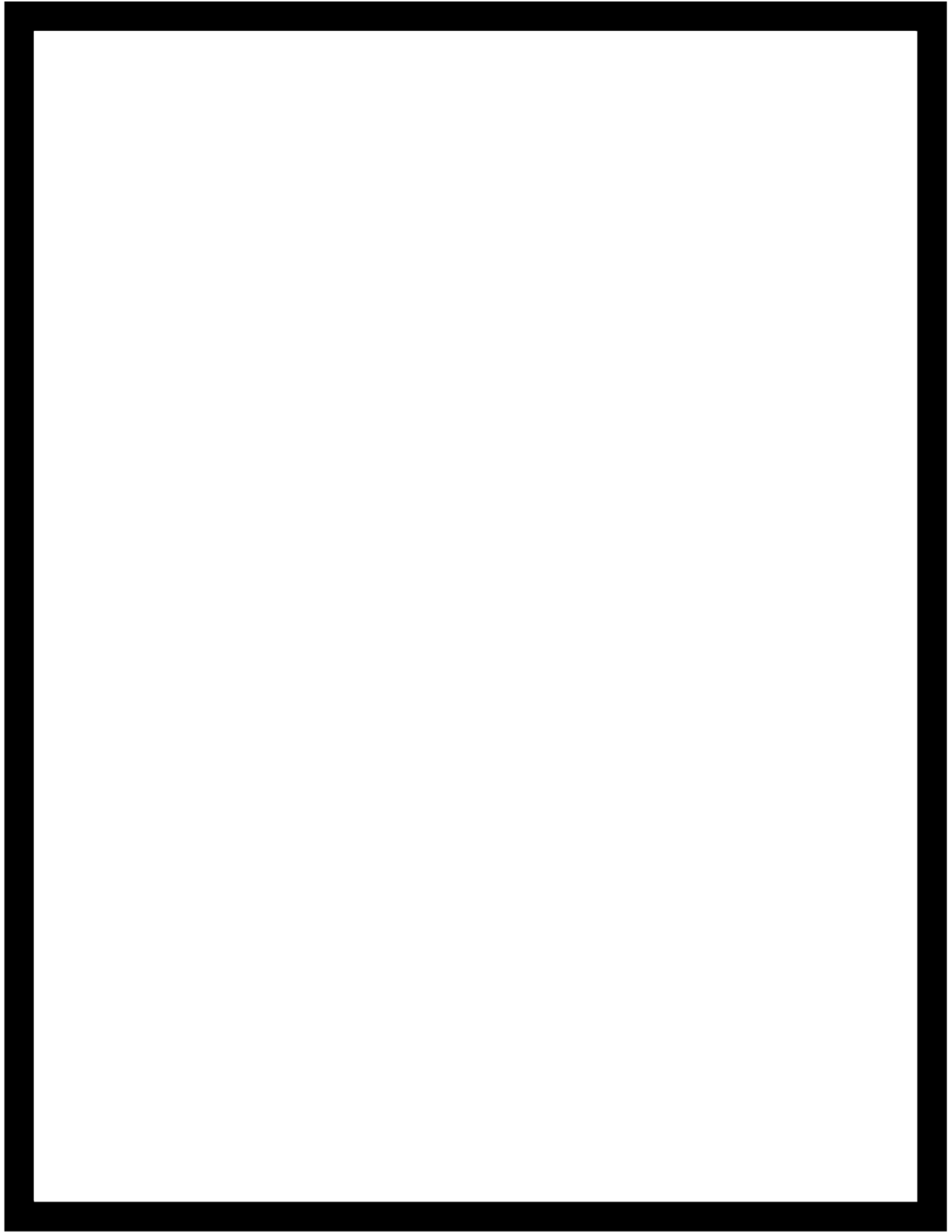
Additional Fiscal Impact:

Recommendation: While the Commission and staff have expressed support for initiatives to aid in the redevelopment of Alamogordo, staff recommends against approval at this time for the isolated instance of Patriot Pointe. There are several key legal and financial questions remain under review, including the potential long-term effects of designating a single parcel as blighted; the City's responsibilities should the designation be challenged and overturned, any exposure the City may incur if HUD or other funding is conditioned on this designation and it is later invalidated; and the risk of equal protection or favoritism claims by other developers if similar projects are not afforded the same designation. Staff is examining and actively working with Chris Muirhead on the liability to the City and would not recommend approval until these concerns are resolved.

Background: Proposed Rates

State Debt Service	1.360%
County Operations	6.662%
City Debt Service 1.790: Municipal Operational (5.037)	6.827%
School Operations .323: Debt 6.186; SB9 1.960; HB33 1.372;	9.841%
Total State, County, Municipal & School District	24.690%

Current assessed value \$129,526.



RESOLUTION NO. 2025-29

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF ALAMOGORDO, NEW MEXICO TO COOPERATE WITH OTERO COUNTY, NEW MEXICO, TO: (1) DESIGNATE THE PROPOSED REDEVELOPMENT AREA AS A METROPOLITAN REDEVELOPMENT AREA UNDER THE METROPOLITAN REDEVELOPMENT CODE, (2) PREPARE AND APPROVE A METROPOLITAN REDEVELOPMENT PLAN FOR THE REHABILITATION AND REDEVELOPMENT OF SUCH AREA, INCLUDING THE PATRIOT POINTE DEVELOPMENT; AND (3) AUTHORIZE A 7-YEAR REDEVELOPMENT TAX ABATEMENT THROUGH THE METROPOLITAN REDEVELOPMENT CODE PROCESS, INCLUDING FREEZING PROPERTY TAXES AT PRE-DEVELOPMENT LEVELS VIA PUBLIC-PRIVATE PARTNERSHIP AGREEMENTS.

WHEREAS, the New Mexico legislature has passed the “Metropolitan Redevelopment Code” (the “Code”), Sections 3-60A-1 to 3-60A-49 inclusive, NMSA 1978, as amended, which authorizes local governments, including Otero County, New Mexico (the “County”), to designate blighted areas that constitute a serious and growing concern, injurious to the public health, safety, morals and welfare of the residents of the state, as Metropolitan Redevelopment Areas (as defined in the Code) and prepare a Metropolitan Redevelopment Plan (as defined in the Code) for the rehabilitation or redevelopment of such areas; and

WHEREAS, the Code authorizes the local government forming the district to afford maximum opportunity for the rehabilitation or redevelopment of Metropolitan Redevelopment Areas to private enterprise; and

WHEREAS, the City of Alamogordo, New Mexico (the “City”), is in need of additional housing opportunities for its residents and the County has received from a private enterprise (the “Developer”) a proposal for the construction of housing in an area of the County, within the City, that the County believes is blighted (the “Proposed Redevelopment Area”); and

WHEREAS, a local government may undertake the powers granted by the Code within the local government’s area of operation (as defined in the Code) which shall not include an area that lies within the jurisdiction of another local government unless an ordinance has been adopted by the other local government declaring a need therefor (a “Necessity Ordinance”); and

WHEREAS, the County’s Proposed Redevelopment Area overlaps the City’s jurisdiction, so the County may not designate the Proposed Redevelopment Area unless the City adopts a Necessity Ordinance for the Proposed Redevelopment Area; and

WHEREAS, the City desires to cooperate with the County in order to pursue the designation of the Proposed Redevelopment Area as a Metropolitan Redevelopment Area in order to afford the maximum opportunity for the rehabilitation or redevelopment of Metropolitan Redevelopment Areas to private enterprise; and

WHEREAS, the Proposed Redevelopment Area includes the Patriot Pointe Development located at 305 Moonglow Street, Alamogordo, New Mexico 88310, with Parcel ID 01N4056094505430, comprising approximately 5.947 acres of non-residential land zoned R-4 for multiple-family dwellings, with a current actual value of \$388,577 and assessed value of \$129,526 as of August 29, 2025; and

WHEREAS, the Patriot Pointe Development is a proposed multifamily apartment project consisting of approximately 228 units, including 1, 2, and 3 bedroom units, with amenities appropriate for the project, designed to provide multifamily housing opportunities, as detailed in the market study prepared by Prior & Associates with an effective date of May 15, 2024; and

WHEREAS, the County has indicated its intent, upon completion of the ongoing process, to designate the Proposed Redevelopment Area as a Metropolitan Redevelopment Area, to approve a 7-year redevelopment tax abatement to incentivize the rehabilitation and redevelopment of the area, freezing property taxes at pre-development levels (based on the current assessed value of \$129,526) for a period of 7 years, providing the Developer with property tax relief on the incremental increase in value resulting from the project to facilitate its construction and operation, as contemplated in the Code and the City intends to cooperate with the County to accomplish the same; and

WHEREAS, at the end of the 7-year abatement period, property taxes will be assessed and paid on the full taxable value of the improved property; and

WHEREAS, this Resolution is intended to provide evidence to the U.S. Department of Housing and Urban Development (HUD) and other relevant parties that the City intends to cooperate with the County to complete the necessary steps under the Code and approve the described incentives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the City Commission of the City of Alamogordo, New Mexico (the “Commission”), and the officers and employees of the City, related to the Proposed Redevelopment Area, be and the same hereby are, ratified, approved and confirmed.

Section 2. The Commission expresses its intent to cooperate with the County to designate the Proposed Redevelopment Area as a Metropolitan Redevelopment Area under the Code; to approve the Metropolitan Redevelopment Plan for the Proposed Redevelopment Area, including the Patriot Pointe Development at 305 Moonglow Street, Alamogordo, New Mexico 88310 (Parcel ID 01N4056094505430); and to authorize a 7-year redevelopment tax abatement through the Metropolitan Redevelopment Act process, freezing property taxes at pre-development levels via public-private partnership agreements, to facilitate the project's rehabilitation and redevelopment, subject to the adoption of the Necessity Ordinance by the City.

Section 3. This Resolution, including the City’s intent to cooperate with the County for the designation of the Proposed Redevelopment Area and related actions, shall expire if no significant

action, or the steps beginning the Metropolitan Redevelopment Area designation process, have commenced by December 31, 2028.

Section 4. The County shall obtain a letter of support from the local school district, acknowledging that the proposed abatement affects future school revenue, prior to final implementation of the Metropolitan Redevelopment Plan.

Section 5. The City's cooperation with the County shall not obligate the City to pay for costs related to sidewalks, driveway aprons, water or sewer connections, manholes, or associated utility fees, which shall remain the responsibility of the Developer.

Section 6. Should the designation of the Proposed Redevelopment Area, the Necessity Ordinance, or related actions be challenged in litigation or administrative proceedings, the County agrees to aid in defending such actions.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 9. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF SEPTEMBER 2025.

**CITY COMMISSION
CITY OF ALAMOGORDO, NEW MEXICO**

Susan L. Payne, Mayor

Sharon McDonald, Mayor Pro-Tem

Crystal Guthrie, Commissioner

Stephen Burnett, Commissioner

Warren Robinson, Commissioner

Josh Rardin, Commissioner

Mark Tapley, Commissioner

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 9/9/2025

Report Date: 09/03/2025

Report No: 8.

Submitted By:

Subject: Adjourn into Executive Closed Session in compliance with 10-15-1(H)(7) NMSA (as amended) to discuss Pending Litigation: Otero County/Tularosa Basin Regional Dispatch Authority. (*Darrell Mori, City Attorney*) (**Roll Call Vote Required**)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: