



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

October 14, 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. Presentation of the Domestic Violence Month Proclamation. (Susan 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 September 23, 2025. *(Rachel Hughs, City Clerk)*
3. Consider, and act upon, Ordinance 1717 for final 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)**
4. Consider, and act upon, Resolution 2025-32 requesting approval of the First Amendment to Transportation Project Fund Grant Agreement, from the New Mexico Department of Transportation, Transportation Project Fund, for a change in project scope for the 10th Street Concrete Box Culvert project. *(Debbie Osborne, Grant Coordinator)* **(Roll Call Vote Required)**
5. Consider, and act upon, approval of Change Order 2, in the amount of \$204,464.54, excluding NMGR, to La Luz Dirt and Paving, to add additional concrete work, and Sewer tie-ins for the new Natatorium all within the scope of work. *(Justen Boyle, Senior Project Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider, and act upon, Resolution 2025-31 Authorizing the method of destruction of requested public records through the NextRequest portal to be by automatic deletion. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**
7. Provide guidance for allocating the remaining fund balance in LEDA Fund 105. *(Stephanie Hernandez, Acting City Manager)*
8. Consider, and act upon, the first publication of Ordinance 1718, creating the Gross Receipts Investment Program. *(Stephanie Hernandez, Acting City Manager)* **(Roll Call Vote Required)**
9. Appointments to Boards and Committees. *(Susan L. Payne, Mayor)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/08/2025

Report No: 1.

Submitted By: Susan Payne

Subject: Presentation of the Domestic Violence Month Proclamation. (*Susan Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Proclamation only.

Background:

Bring awareness to domestic violence and encourage citizens to participate in domestic violence events sponsored by the Center for Protective Environment.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 09/26/2025

Report No: 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the Regular Commission meeting on September 23, 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
September 23, 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
DARRELL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK**

CALL TO ORDER & ROLL CALL

Mayor Payne called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. Commissioner Guthrie and Commissioner Tapley were absent. City Clerk Hughes announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Charles Hanks of First Baptist Church, and the Pledge of Allegiance was led by Commissioner Burnett.

APPROVAL OF AGENDA

**Mayor Pro-Tem McDonald moved to approve.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 5 - 0 - 0.**

PRESENTATIONS

1. Overview of Projects in Construction phase, Utilities Department - Engineering (*Justen Boyle, Senior Project Manager*)

Senior Project Manager Boyle gave an overview of the projects in the Construction phase. He said there was one additional project to mention, the F-4 Project.

New York Great Blocks

Mayor Pro-Tem McDonald asked for an update on the concrete. I heard there was a delay. Senior Project Manager Boyle said there was no delay. Mesa Verde is scheduled to work every day for the next three weeks except October 1st. Commissioner Robinson said he was also told about a delay in the same meeting, and it was related to the flooding of a plant in Ruidoso. Senior Project Manager Boyle said yes, flooding washed out that whole plant. Commissioner Robinson asked if Mesa Verde was making up for that. Senior Project Manager Boyle said yes, they are working hard and doing everything they can.

Commissioner Burnett asked if 9th Street, where New York Avenue goes, was no longer a through street. Senior Project Manager Boyle said 9th Street will remain a two-way street. Commissioner Burnett asked about going north and south. Senior Project Manager Boyle said on New York Avenue, on the south side of 10th Street, it will be southbound only. On the north side of 10th Street, it will be northbound only. Commissioner Burnett said he was referencing where the sidewalk is on 9th Street. Will that be concrete all the way through? Senior Project Manager Boyle said yes, for the sidewalk. Commissioner Burnett said he was asking about across the road. Acting City Manager Hernandez asked if he was asking about the area between 8th and 9th Street. Commissioner Burnett said yes. Acting City Manager Hernandez said there will still be a block for traffic to go through. Commissioner Burnett said he was talking about 8th Street, where concrete goes across the road, like the second picture in the presentation. Senior Project Manager Boyle said that the picture was of an ADA ramp next to Alamo Jump. Commissioner Burnett said that is on the road. Senior Project Manager Boyle said that it is not on the road. Senior Project Manager Boyle asked if he was talking about the concrete fillet. Commissioner Burnett said it looks like it is in the middle of the road. It's concrete, right? Senior Project Manager Boyle said there was concrete in the road next to 8th Street. That is the concrete fillet to help the asphalt not get torn up as people turn. However, the picture is a sidewalk next to the road,

next to Alamo Jump.

Commissioner Rardin asked if the drainage issues there had been addressed. It used to flood extensively when it rained hard. Will there be pond or flooding issues? Senior Project Manager Boyle said there was a crown in the road design going into the valley gutters on both sides. The parking will come back up, but the sidewalks will come back down to the curb. It is sort of a "W" shape where everything will flow down the sides, not the center. The road was more rounded before.

Desert Lakes Golf Course Irrigation Replacement

Senior Project Manager Boyle said this should be completed by October 17, 2025. Mayor Payne asked if the whole thing would be completed, including the front and back nines. Senior Project Manager Boyle said the back nine is done except for maybe three sprinklers that need to be fixed. There will be a small order that will not come before the Commission because it is less than ten percent, to get the windmills and concrete pads in place. That change order will add another thirty days, but it will not close any holes. Golfing will continue.

Commissioner Burnett asked if we were waiting until the next season to reseed. Senior Project Manager Boyle said I believe they will reseed it in the spring.

Commissioner Rardin asked who designed the slabs for the windmills. Did you guys design them? Senior Project Manager Boyle said yes, our landscape architect did. The design was for the windmills and the right pad for them. The pads will be completed properly. Commissioner Rardin asked if the contractor would pour them. Senior Project Manager Boyle said yes. The contractor doesn't necessarily do windmills, but they could do it with a small change order. Commissioner Burnett asked if they were strictly for aeration. Senior Project Manager Boyle said of the ponds, yes. Commissioner Rardin asked how many there were. Senior Project Manager Boyle said seven ponds. Commissioner Burnett asked if they had already been bored for piping. Senior Project Manager Boyle said no. We will be sending them a change order this week. Commissioner Burnett asked if the ponds would be drained. Senior Project Manager Boyle said he was not sure.

Otero/Greentree Regional Landfill Cell #6

Commissioner Burnett asked what the timeframe for this one was. Senior Project Manager Boyle said construction will probably start within two weeks. I believe this one was ninety days. A lot of the dirt is already gone.

Discussion

Commissioner Burnett asked if there was a possibility of putting storm drains on the east side of 10th Street. Acting City Manager Hernandez asked if he was talking about the Zoo. He said no, on 10th Street from east to west. Senior Project Manager Boyle said not that he was aware of. The only drainage I have been working on is for White Sands and 10th Street, which is already in design. It is actually ready for construction, but I am trying to space out projects so everything isn't thrown together. We are looking at the Washington Canal as well. Once that canal is completed, it should take the rain from Washington Avenue towards the east. Commissioner Burnett asked what about Florida Avenue and Scenic Drive. Senior Project Manager Boyle said that was a future step we are looking into. That intersection would have to be raised a foot at a minimum to get where we need to be. Two culvert boxes there would also need to be addressed. The property in the northeast corner of Scenic Drive does not belong to us, but for the area to drain properly, a basin would need to be built there. Acting City Manager Hernandez said part of it is on our ICIP list, I believe it is for the culverts. Commissioner Rardin said we looked at that channel years ago. We planned to start at the bottom of it, where it intersects with Canal Street. We were going to build box culverts starting there. We were setting aside around \$250,000 to \$300,000 a year to start working on this. I do not know what happened with that. Senior Project Manager Boyle asked if the work would be on the channel itself or the culvert. Commissioner Rardin said we were going to start with a box culvert at Canal Street. Senior Project Manager Boyle said he believed that it had already been designed and was brought before the Commission in 2022. It is the same one on the ICIP list now. It is fully designed. Acting City Manager Hernandez said there was no project or anything set aside for that. I am not sure where it changed. Commissioner Rardin said we set money aside for a couple of years. Did any of that stay in effect, or did it go by the wayside? Acting City Manager Hernandez said it must have gone by the wayside. I am sure the funding went to the fund balance, which is what we are using to develop these projects.

PUBLIC COMMENT

1. David Scott said he was the Executive Coordinator of Alamogordo MainStreet. He wanted to acknowledge all the hard work done by everyone regarding the MainStreet makeover project in the New York area.
2. David Scott said he was speaking on behalf of Brenda Barber, who could not be here tonight. Mrs. Barber had stated that their family had owned Victoria at 1913 New York Avenue for more than forty years. She wanted to thank everyone for the MainStreet makeover project in the New York area.
3. David Scott said he was speaking on behalf of Rachel Anderson, who could not be here tonight. Mrs. Anderson stated she owns Infinity Sweets Bakehouse & Cafe in the downtown area. The project has been difficult for us and our bottom line, but she wanted to recognize the city team and contractors for how they handled things. They have gone out of their way to minimize the impact on us.
4. Claudia Loya said she had been the owner of Elite Memories Boutique for eleven years and wanted to share her experience with the Great Blocks Construction Project. As a business owner, it has not been easy, and I have lost revenue. I have also seen genuine efforts by the City and contractors to recognize and reduce the impact on us. As the President of Alamogordo MainStreet, I see what happens behind the scenes. I can say that everyone has gone above and beyond to find solutions and make this project go as smoothly as possible. I believe that when the project is complete, we will see the payoff in a stronger district, thriving small businesses, and a downtown we can all be proud of.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following comments:

1. She wanted to give a shout-out to Senior Project Manager Boyle and the Executive Director of Alamogordo MainStreet, Nolan Ojeda. They are there to hear concerns and explain. People want to know what is going on. It all comes down to communication, and they are very good at that. We knew this was going to be a huge project that would take a long time.
2. We have been working with Senator Paul regarding the Lodger's Tax. When we opened Bonito Lake, we did not have a dedicated funding source. One of the qualifications for the Lodger's tax is to allow for tourist facilities. We can prove that Bonito Lake is our one true tourist facility, but the statute states that it has to be within the municipality. Bonito Lake is not in our municipality or even our county. We are working with Senator Paul to see if we can update that language. If that happens, we will be bringing the Lodger's Tax back so we can have a dedicated revenue source for the campground and a dedicated person up there.
3. The Alamogordo Public Schools have started the Businesses in School program, where they can get kids and the community engaged with the schools. The City signed up for that. I have told all departments that they need to have a school they sponsor. Whatever you want to do to work with the schools, you can do it. I want to open that up to the Commission too, to see if they want to do it. I would be more than happy to connect you to any school you want.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Payne recognized the passing of John Gardner, a realtor who was very involved at Holloman Air Force Base and an Honorary Wing Commander. Judge John Barber also passed away. He was the Municipal Court Judge for thirty-two years. Ashlie Myers, who ran for State Representative and appeared before the Commission a few times, passed away last week. I also attended the POW MIA Ceremony at the Base last Friday. It was a great tribute.

Mayor Payne said she would like to know why we are not having a balloon festival this year. Acting City Manager Hernandez said to be clear, the Balloon Festival is not a City of Alamogordo event. We just support it. It is put on the Balloon Invitational Committee. In 2023, the Commission approved \$25,000 to help them get back on their feet. That year, the City also partnered with them to organize and revitalize an event. In 2024, the Invitational was on the same day as the Fair, and the City did not want to compete with the Fair, so we chose not to do anything. However, they still did it because it was their event. We also paid them the rest of the \$25,000. In the first year, they took \$15,000, and in the second year, they took \$10,000. Moving forward to this year, at the beginning of our budget cycle, the City set aside money in case we were to partner with them again. They had decided to change the date from September due to other balloon festivals and events, but there was not a lot of participation from the balloonists on the chosen date. Again, that had nothing to do with the City. We tried to reach out to them. We had money for advertising regarding the tourism portion of this, but we never got a response. Mayor Payne asked if that was all documented. Acting City Manager Hernandez said yes. We have emails; there was an MOU we sent to them, and we gave them the application for \$25,000, but we never got that back. As to why it was canceled, that is on them to answer. I am just telling you what I heard through bigger meetings. Tourism Specialist Flint is involved in that. Mayor Payne said to clarify for everyone, "bigger meetings" refer to the Business Impact Government Relations Meetings that they

have on the second Tuesday of every month at the Chamber of Commerce.

Mayor Payne said years ago, the Washington Park Dome was torn down. It was iconic but crumbling. Could you briefly explain it? Acting City Manager Hernandez said it was officially called the Amphitheater. It was knocked down in November 2015. In July 2014, an engineer's report stated that it was better to demolish the building, and it would have been cheaper to build a new one. Back in 2014, it would have been \$1,200,000 to design and build something new. The City Manager at that time made the decision to demolish the building.

Commissioner Burnett said a citizen contacted me about the alleyway between Puerto Rico Avenue and Iowa Avenue on 25th Street. It is raised about a foot higher than the curb. When it rains there, all the water floods into his yard. Could we get a grader to knock it down a little? Acting City Manager Hernandez said that Public Works Director Vargas has been working with him regularly to figure out a solution.

Commissioner Rardin said on Florida Avenue, to the south of Catalina Lane, they patched the road where they had dug up a water line. It is more like a speed bump than a patch. Could you take a look at that and have them fix it? Senior Project Manager Boyle said his inspector drove over that same bump. They are going to rip it out and redo it. It did not pass. Commissioner Burnett said there is another bump in front of the North school. It is by the hydrant. It was flat, but now it is a dip. Senior Project Manager Boyle said he would have an inspector check it out. Acting City Manager Hernandez said it is right in front of the gate on North. It was a leak. It looks like there was an indentation with water seeping under it. Commissioner Rardin said there was another indentation by a storm drain on White Sands Boulevard by the New Mexico School for the Blind. I do not know if we can do a lot since it is DOT. I know that staff has put asphalt in it. It goes all the way across the road. Senior Project Manager Boyle said he had spoken to DOT, which wants to get back with the City and go back on their contract. They want a new contract because the current one is very old. At this moment, the City is not responsible for any major infrastructure on White Sands Boulevard, only for small maintenance. Tearing out a big portion would require going through DOT. Commissioner Rardin said our failing infrastructure is causing the problem. Senior Project Manager Boyle asked if this was a water line break. Commissioner Rardin said it looks like the storm drain. Senior Project Manager Boyle said that it is still something DOT would have to fix. On the contract, it was originally White Sands Boulevard and the bypass. We gave those to DOT in exchange for New York Avenue and Scenic Drive. I think that was done back in the 1980s. So when that was done, they became responsible for big infrastructure. For this, there will need to be communication between DOT and Public Works Director Vargas.

Commissioner Rardin asked if the area on 1st Street between Lavelle Road and the bypass was City or County. Public Works Director Boyle said he thought that was County. Commissioner Rardin said there are several large potholes in that area. Public Works Director Boyle said there are County maintenance signs there. It is County. Acting City Manager Hernandez asked if the area here was on 1st Street or McDonald Road. Commissioner Rardin said both. It is at the intersection. Some of that is ours, and some is County.

Commissioner Burnett asked about connecting Indian Wells Road to Eddy Drive. Can we move that over of the big crash we had on the bypass this weekend? I watch semi-trucks turn at the light and make a U-turn on Indian Wells Road to get back out to White Sands Boulevard. Have we heard anything about that? Acting City Manager Hernandez said we have talked about it. Senior Project Manager Boyle said former Engineer Bob Johnson did a written and drawn-up proposal to connect that. I do not know if anything else happened with that. We still have a folder on it. Acting City Manager Hernandez said we could only have so many crossings. Commissioner Burnett said this was just closing Eddy Drive and then connecting it. Senior Project Manager Boyle said the proposal showed Indian Wells Road going straight, looping to the north, another crossing on a ditch, then looping back to the west. It was a strange S-shaped road. Commissioner Rardin said in the original proposal that instead of closing Eddy Drive, we proposed sliding it south around five hundred feet to get it lined up for an actual intersection. Senior Project Manager Boyle said the problem I see with that is the property straight ahead on Indian Wells Road. Commissioner Rardin said the City owns that. Senior Project Manager Boyle said I saw a house there. Are you talking about straight? Commissioner Burnett said you could go straight across; there is nothing there. Back when former City Manager Cesar was around, they had stated that if we wanted to negotiate or talk with them anymore, we had to pay or something.

Mayor Payne said the Chamber of Commerce is supposed to be doing economic development for us as part of their contract, right? Acting City Manager Hernandez said yes. Mayor Payne said I would like them to come to the next

meeting with a presentation showing us what we are getting for the money. I believe it is about \$60,000. Acting City Manager Hernandez said no, \$50,000 is the economic development one. Mayor Payne said I would like to know what we are getting for \$50,000. Acting City Manager Hernandez said she was meeting with the Executive Director of the Alamogordo Chamber of Commerce, Jarrett Perry, on Wednesday and would mention it to him.

CONSENT AGENDA

2. Approve the minutes for the Special Commission meeting on August 28, 2025, and the Regular Commission meeting on September 9, 2025. (Rachel Hughs, City Clerk)

3. Approve the statements related to the Executive Closed Sessions held on September 9, 2025. (Rachel Hughs, City Clerk)

4. Consider, and act upon, acceptance of a grant agreement from the State of New Mexico Board of Veterinary Medicine, in the amount of \$40,000, to Alamogordo Animal Control. (Debbie Osborne, Grant Coordinator)

5. Consider, and act upon, Resolution 2025-30 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of September 23, 2025. (Evelyn Huff, Finance Director) (Roll Call Vote Required)

**Mayor Pro-Tem McDonald moved to approve.
Commissioner Burnett seconded the motion.
Motion Passed with a vote of 5 - 0 - 0.**

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

6. Provide guidance for allocating the remaining fund balance in LEDA Fund 105. (Stephanie Hernandez, Acting City Manager)

Commissioner Rardin asked if this could be pushed back to the next meeting, when the whole Commission would be here. I think all seven of us should be here for this. Commissioner Rardin said there was still about \$3,000,000 left in this. Acting City Manager Hernandez said no, it is about \$1,800,000. He said the budget revision was \$3,500,000. She said we have not paid out the two. He asked if she meant the two on New York Avenue. She said yes.

Mayor Payne said she would like some information. We do not have to make a decision right now. What are you looking for? Acting City Manager Hernandez said she wanted to know what the Commission's priorities were for the remaining funds. We have one LEDA application, but we also have the potential to use those LEDA funds. I have another request from Mr. Campbell, who is doing the Sindora Apartments. He is contracting directly with the DoD and qualifies for LEDA funding. If Patriot Pointe gets under an MRA, they technically would qualify as well. I am not sure how the Commission wants the remaining funds to be allocated. We no longer have the tax, so when it's gone, it is gone. Commissioner Burnett asked when the current LEDA application would be brought forth. Acting City Manager Hernandez said after the Commission gives the direction. He asked why the application had not been brought. If there is anything left, then we can allocate it. She said that because they all started around the same time. The last two came in 2023. LEDA is at the discretion of the Commission. Since housing is a huge conversation, I am asking for direction. He asked if the other two had applied for LEDA. She said that Mr. Campbell had. I have his request. Mayor Payne said for Patriot Pointe, I understand if it becomes a metropolitan redevelopment area. Acting City Manager Hernandez said we have the request from him as well. Mayor Payne asked if we needed to wait until everything went through. Acting City Manager Hernandez said yes. Mayor Payne said he would not qualify unless it was that kind of area. Acting City Manager Hernandez said yes. Mr. Campbell qualifies now, based on the fact that

it is a service for a government agency. He will be contracting directly with the DoD. Mayor Payne said he had already started his project.

Commissioner Rardin said in the budget adjustment, we allocated \$385,000 out of Fund 105 for the fence. Are there other funds we could pull that out of, so we could leave that amount in Fund 105? Acting City Manager Hernandez asked if he was talking about the Zoo fence. He said yes. She said it would just be the General Fund. He said we probably do not have enough in there to do that. She said yes. He asked if there was anything else we could use. She said no, not for that type of infrastructure. It is not a street, water, or sewer. It is just a fence to get us in compliance with the USDA.

Commissioner Rardin asked if there was anything in our ordinance regarding first-come, first-serve. Acting City Manager Hernandez said no. I have denied applications as well because they did not meet a job requirement. After I do an analysis, I bring it to the Commission, which makes the decision. I just want directions from the Commission because housing is a huge issue.

Mayor Pro-Tem McDonald said going back to the Sindora Apartments, would that money help them get invested in the apartments to be written for? Acting City Manager Hernandez said her understanding of those apartments was that they got the first NMFA loan, but it does not cover GRT. So, they will have to reduce the number of structures that cover GRT. Of \$15,000,000, I believe they have to cover \$1,500,000. The money would not necessarily speed it up. It would just allow them to maintain their number of units. Commissioner Rardin said they are potentially going to do an application to use tax money to pay taxes. She said yes, they can. It is allowable.

Mayor Payne said we could bring back GRIP. Commissioner Rardin said he thought that would be better. Acting City Manager Hernandez said that for GRIP, at least for this round, we would probably be able to allocate \$100,000 to \$150,000. It would come straight from the General Fund. I will have GRIP coming to the next meeting with a budgeted amount and a cap. Commissioner Rardin asked what the cap would be at. She said initial conversations were \$25,000. He said the number needs to be considerably higher. It will not be worth the developer's time and paperwork. She said that it is up to the Commission, but we only have so much in the General Fund. I can pull the numbers for the GRIPS we have done. I know the Home 2 Suites was about \$22,000. He said the mall and the McDonald's both had one. The big one that was going to hurt us was the hospital. Mayor Payne said I think the GRIP at the mall was for Subway, and was around \$20,000. Commissioner Rardin said the cap needs to be at the \$300,000 to \$500,000 range to be an incentive. Acting City Manager Hernandez said that because of Dispatch, we are paying one-time upfront costs. I think we need to discuss every year how much the Commission wants to allocate if we bring GRIP back.

Mayor Payne asked how much was left in the LEDA Funds. Acting City Manager Hernandez said about \$1,800,000. Mayor Payne asked how much the applications were requesting. Acting City Manager Hernandez said both were about \$2,000,000. Commissioner Rardin asked what the second request was. Acting City Manager Hernandez said the Sindora Apartments. He asked if they had already submitted all the paperwork and everything. She said yes. He asked when both came in. She said she did not remember when the Sindora Apartments came in, but I know the Extreme Amplitude one came in first. I believe Sindora Apartments came in within the month. He asked if we had \$2,000,000 allocated on New York Avenue for \$1,000,000 each. She said yes. He said so we have \$3,900,000 minus \$2,000,000 minus \$385,000, correct? She said yes. He said that is less than \$1,800,000. She said the \$385,000 had already come under the budget resolution last time.

Mayor Payne said she did not think the Patriot Pointe Apartments would be designated in time. I understand that it takes a minimum of eighteen months. Acting City Manager Hernandez said if the Commission chooses, we could allocate that money in a project. He asked for \$150,000, which is not outrageous. You can allocate that with the caveat that it needs to be designated MRA. LEDA is based on whatever the Commission's goals are.

Mayor Pro-Tem McDonald asked how close the Sindora Apartments were to completion. Acting City Manager Hernandez said they just started. Mayor Pro-Tem McDonald asked how many units there were. Acting City Manager Hernandez said I do not know the units, but it houses five hundred and thirty-eight individuals. Mayor Payne said they are dorm-style. I think it was about four buildings. Acting City Manager Hernandez said the job creation criteria

do not apply to these apartments.

Commissioner Rardin said it would be best to wait until the rest of the Commission is here. Acting City Manager Hernandez said she would bring this back at the next meeting.

7. Appointments to Boards and Committees. (*Susan L. Payne, Mayor*)

Mayor Payne appointed Kristina Marzano and Adam Montorio to the Parks and Recreation Board. No one was opposed.

ADJOURNMENT

**Commissioner Rardin moved to adjourn.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 5 - 0 - 0.**

ATTEST:

Mayor Susan Payne

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on October 14, 2025.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/03/2025

Report No: 3.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Ordinance 1717 for final 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.]

)

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: 10/14/2025

Report Date: 10/06/2025

Report No: 4.

Submitted By: Deborah Osborne

Subject: Consider, and act upon, Resolution 2025-32 requesting approval of the First Amendment to Transportation Project Fund Grant Agreement, from the New Mexico Department of Transportation, Transportation Project Fund, for a change in project scope for the 10th Street Concrete Box Culvert project. (*Debbie Osborne, Grant Coordinator*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No additional fiscal impact.

Recommendation: Accept and approve the amended agreement from New Mexico Transportation Department.

Background: The City of Alamogordo applied for and received a grant from the New Mexico Department of Transportation, Transportation Project Fund Grant Agreement, Contract No. D20063. The project scope was to include replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, and repair of the retaining wall at the northeast corner of the CBC located on 10th Street at Washington Avenue. Upon further evaluation of this project, it was determined that the concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue would need to be demolished and reconstructed.

The New Mexico Department of Transportation has reviewed this change and issued a First Amendment to the Transportation Project Fund Grant Agreement, to provide Transportation Project Funds (TPF) to the City of Alamogordo for the change in the 10th Street Concrete Box Culvert Repair project scope to include replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, repair of the retaining wall, and demolition and reconstruction of concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue

This is the only change to the current agreement. The grant is for a total project cost of \$600,000 with a grant of \$570,000 and City match of \$30,000.00. The City Commission approved the acceptance of the New Mexico Department of Transportation, Transportation Project Fund Grant Agreement, Contract No. D20063, and a match commitment of \$30,000.00, on November 1, 2023, with Resolution No. 2023-52.

RESOLUTION NO. 2025-32

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE FIRST AMENDMENT TO THE
TRANSPORTATION FUND GRANT AGREEMENT FROM NEW MEXICO DEPARTMENT
OF TRANSPORTATION TO THE CITY OF ALAMOGORDO FOR TRANSPORTATION
PROJECT FUND GRANT AGREEMENT, CONTRACT NO. D20063**

WHEREAS, the City of Alamogordo (the Public Entity) is a municipal corporation, and with the approval of the City Commission, applied for and received a grant from New Mexico Department of Transportation (Department), Transportation Fund, has requested a revision to the project scope in Transportation Project Fund Grant Agreement, Contract No. D20063; and,

WHEREAS, the original project scope included replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, and repair of the retaining wall at the northeast corner of the CBC located on 10th Street at Washington Avenue; and,

WHEREAS, upon further evaluation of this project it was determined that the concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue would need to be demolished and reconstructed; and,

WHEREAS, the New Mexico Department of Transportation has reviewed this change and issued a First Amendment to the Transportation Project Fund Grant Agreement, to provide Transportation Project Funds (TPF) to the City of Alamogordo for the change in the 10th Street Concrete Box Culvert Repair project scope to include replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, repair of the retaining wall, and demolition and reconstruction of concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue (Project or CN LP20044); and,

WHEREAS, the City Commission approved the acceptance of the New Mexico Department of Transportation, Transportation Project Fund Grant Agreement, Contract No. D20063, and a match commitment of \$30,000.00, on November 1, 2023, with Resolution No. 2023-52; and,

WHEREAS, this project has been completed and the New Mexico Department of Transportation requests as part of the grant closing process, passage, and submittal of a local government resolution of support for the project as amended and approval of the First Amendment to Transportation Fund Grant Agreement;

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Alamogordo, New Mexico, approve and accept the First Amendment to Transportation Fund Grant Agreement for the New Mexico Department of Transportation.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo New Mexico, at a Regular Meeting held this 14th day of October 2025.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: _____
Susan L Payne, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Ashley Smith, City Attorney

Contract No.	
Vendor No.	0000054303
Control No.	LP20044

FIRST AMENDMENT TO TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Amendment is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Alamogordo (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D20063, on 11/28/2023 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to expand the scope of work to address recent issues with the box culvert that are needed to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 1 Purpose, is deleted and replaced by the following:

1. Purpose

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **10th Street Concrete Box Culvert Repair-This project will included replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, repair of the retaining wall, and demolition and reconstruction of concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue.** (Project or CN LP20044). This Agreement specifies and delineates the rights and duties of the parties.

2. Section 2, a1 Project Funding, is deleted and replaced by the following:

2. Project Funding

a. The estimated total cost for the Project is Six Hundred Thousand Dollars and No Cents (\$600,000.00) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% \$570,000.00
10th Street Concrete Box Culvert Repair-This project will included replacing wingwalls, repair of the sidewalks, asphalt paving, patch repairs on the CBC, repair of the retaining wall, and demolition and reconstruction of concrete box at the northeast corner of the CBC located on 10th Street at Washington Avenue.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

The remainder of this page in intentionally left blank.

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

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Alamogordo

By: _____

Date: _____

Name: Susan L. Payne

Title: Mayor

ATTEST:

By: _____
Rachel Hughs, City of Alamogordo Clerk

Date: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/07/2025

Report No: 5.

Submitted By: Justen Boyle

Subject: Consider, and act upon, approval of Change Order 2, in the amount of \$204,464.54, excluding NMGRT, to La Luz Dirt and Paving, to add additional concrete work, and Sewer tie-ins for the new Natatorium all within the scope of work. *(Justen Boyle, Senior Project Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve Change Order #2

Background: After reviewing with the architect for the Natatorium and the engineer designing the Washington Canal, it was determined to locate the sewer line on 13th and Oregon. The Natatorium project will have a Sewer MH to connect to the sewer stub out, eliminating any work on Oregon for the Natatorium Project.



CONTRACT CHANGE ORDER

CHANGE ORDER NO. 02

STREET MAINTENANCE PROGRAM (SMP) FY2021 – PHASE 1 **OREGON AVENUE WATER DISTRIBUTION GRID MAIN REPLACEMENT PHASE 1**

PUBLIC WORKS PROJECT NO. 2024-008 | UC2401

DATE: SEPTEMBER 29, 2025

CONTRACTOR: LA LUZ DIRT & PAVING, LLC

OWNER: CITY OF ALAMOGORDO
1376 E. NINTH ST.
ALAMOGORDO, NM 88310

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

- Field Order #07 – Fire hydrant extension for new hydrant at Station 28+38 (southeast corner of Oregon Avenue and 10th Street). **One (1) Calendar Day Requested.**
- Field Order #08 – Asphalt driveway to Kids Zone Playground, additional curb/sidewalk for positive drainage pattern at 14th Street/Oregon Avenue, and traffic rated meter cans at Station 49-73. **Twenty (20) Calendar Days Requested.**
- Field Orders #09/#09A – Additional paving along 10th Street between this project and the adjacent construction at the Washington Avenue Channel. Reconstruction of the ADA ramps on the south side of 10th Street/Oregon Avenue. **Twenty-Two (22) Calendar Days Requested.**
- Field Order #10 – Extension of existing sanitary sewer to serve the City's future natatorium. **Fifty-Five (55) Calendar Days Requested.**
- Field Order #11 – Relocating the new four-inch water meter manhole at the Family Recreation Center and associated work.
- Field Order #12 – Removal of manhole rehabilitation (2) and all work at existing manhole within the driveway into the Alamogordo Recreation Center Parking Lot (north side).
- Request for Information (RFI) #11 – Removal of Prime Coat.
- RFI #12 – Costs associated with waterline vertical offset to avoid unknown sanitary sewer line.
- Incorporation of weather delay days to date – **14 Calendar Days.**
- Incorporation of construction delays due to unknown/unmarked utilities encountered during construction – **16 Calendar Days.**
- **Twenty-One (21) Calendar Days Requested** – In order to maintain a through traffic corridor during construction, 14th Street was left undisturbed (new waterline was not trenched continuously) and constructed once the remainder of the line was installed.



Respective field orders and work breakdowns are attached to this Change Order.

REVISED CONTRACT AMOUNT

1. Original Contract Amount..... \$3,906,371.69*
2. Total Contract Amount Including Previously
Approved Change Orders \$4,154,067.13*
3. Amount of this Change Order (increase) (\$204,464.54)*
4. Total Revised Contract Amount to Date \$4,358,531.67*

* excludes New Mexico Gross Receipts Tax.

The contract performance period is hereby increased by an additional [one hundred forty-nine] (149) calendar days. The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

CHANGE ORDER ACCEPTED AND APPROVED:

BY: _____
Owner Representative Date

BY: _____
Contractor Date

CHANGE ORDER APPROVED BY CITY MANAGER:

BY: _____
City Manager Date

BY: _____
City Attorney Date

CITY OF ALAMOGORDO - SMP FY2021 (OREGON AVENUE WATER DISTRIBUTION GRID MAIN REPLACEMENT PHASE 1)

ORIGINAL CONTRACT SUM:

3,906,371.69

CONTRACT w/ PREVIOUS CHANGE ORDERS:

4,154,067.13

CONTRACT SUM w/ C.O. #002.:

4,358,531.67

CHANGE ORDER #002											
ITEM NO.	ITEM DESCRIPTION	AS-BID QUANTITY	AS-BID UNIT PRICE	UNIT	@	QTY. CHANGE	CHANGE ORDER UNIT PRICE	=	FINAL QUANTITY	AMOUNT	
										(+)	(-)
1	Unclassified Excavation; CIP (F.O. #10/12)	150	\$35.00	CY	@	50.00	-	=	200.00	\$1,750.00	\$0.00
4	12" Subgrade Preparation; CIP (F.O. #08)	4,560	\$6.00	SY	@	140	-	=	4,850	\$1,740.00	\$0.00
	12" Subgrade Preparation; CIP (F.O. #10/12)					150					
5	Processing, Placing, and Compacting Existing Pavement; CIP (F.O. #09A)	20,810	\$2.75	SY	@	1,170	-	=	21,980	\$3,217.50	\$0.00
6	8" Base Course, CIP (F.O. #08)	4,560	\$13.05	SY	@	140	-	=	4,850	\$3,784.50	\$0.00
	8" Base Course, CIP (F.O. #10/12)					150					
7	Prime Coat Material; CIP (F.O. #08)	21,760	\$1.00	SY	@	140	-	=	0	\$0.00	-\$21,760.00
	Prime Coat Material; CIP (RFI #11-Removal of Prime Coat)					-21,900					
8	HMA SP-IV 3" Thick; CIP (F.O. #08)	21,760	\$26.50	SY	@	140	-	=	23,230	\$38,955.00	\$0.00
	HMA SP-IV 3" Thick; CIP (F.O. #09A)					1,180					
	HMA SP-IV 3" Thick; CIP (F.O. #10/12)					150					
9	Removal of Surfacing; CIP (F.O. #08)	21,760	\$3.68	SY	@	140	-	=	23,230	\$5,409.60	\$0.00
	Removal of Surfacing; CIP (F.O. #09A)					1,180					
	Removal of Surfacing; CIP (F.O. #10/12)					150					
10	Tactile Warning Surface; CIP (F.O. #09A)	320	\$42.00	SF	@	40	-	=	360	\$1,680.00	\$0.00
11	Concrete Pavement 4"; CIP (F.O. #08)	1,259	\$123.43	SY	@	60	-	=	1,349	\$11,108.70	\$0.00
	Concrete Pavement 4"; CIP (F.O. #09A)					20					
	Concrete Pavement 4"; CIP (F.O. #10/12)					10					
12	Concrete Pavement 6"; CIP (F.O. #08-Remove Concrete Driveway)	1,340	\$179.00	SY	@	-37	-	=	1,353	\$2,327.00	\$0.00
	Concrete Pavement 6"; CIP (F.O. #09A)					50					
13	24" Curb & Gutter (All Types); CIP (F.O. #08)	4,300	\$57.76	LF	@	180	-	=	4,655	\$20,504.80	\$0.00
	24" Curb & Gutter (All Types); CIP (F.O. #09A)					110					
	24" Curb & Gutter (All Types); CIP (F.O. #10/12)					10					
	24" Curb & Gutter (All Types); CIP (Email 9/17/2025)					55					
New ¹	36" Concrete Valley Gutter; CIP (F.O. #09A)	45	\$65.00	LF	@	50	-	=	95	\$3,250.00	\$0.00
New	Traffic Rated Meter Cans; Compl	0	\$0.00	EA	@	2	\$460.29	=	2	\$920.58	\$0.00
MISCELLANEOUS WORK ASSOCIATED WITH FIELD ORDERS #06 THROUGH #11											
F.O. #09	Waterline work within 10th Street/14th Street (out of sequence)	0	\$0.00	LS	@	1	\$15,444.71	=	1	\$15,444.71	\$0.00
F.O. #10/12	Sanitary Sewer Extension & Rehabilitation; Work not covered under unit price items above & Miscellaneous lump sum items associated with Field Order #10 (Constructing Staking and Surveying by the Contractor)	0	\$0.00	LS	@	1	\$59,806.23	=	1	\$59,806.23	\$0.00
Mobilization	Additional lump sum value associated with mobilization, bonding, removal of structures/obstructions for all Field Orders associated with this Change Order #02.	0	\$0.00	LS	@	1	\$15,120.98	=	1	\$15,120.98	\$0.00
Traffic Control	Additional lump sum value associated with traffic control for work under all Field Orders associated with this Change Order #02.	0	\$0.00	LS	@	1	\$41,204.94	=	1	\$41,204.94	\$0.00

AMOUNT ADDED THIS CHANGE ORDER
AMOUNT DELETED THIS CHANGE ORDER

\$226,224.54
(\$21,760.00)

TOTAL THIS CHANGE ORDER

\$204,464.54

¹ Cost for 36" Concrete Valley Gutter established in Change Order #01.

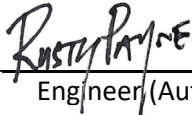
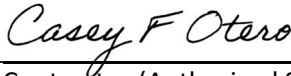
Date of Issuance:	May 23, 2025	Effective Date:	May 23, 2025
Owner:	City of Alamogordo	Owner's Contract No.:	UC2401 2024-008
Contractor:	La Luz Dirt & Paving, LLC	Contractor's Project No.:	PO# 22501473
Engineer:	Smith Engineering Company	Engineer's Project No.:	823102-03
Project:	Street Maintenance Program FY2021	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>Inclusive</u>	<u>Inclusive</u>
	Specification(s)	Drawing(s) / Detail(s)

Description: **The fire hydrant at Station 28+38 (southeast corner of Oregon Avenue and 10th Street) will require an extension to meet and match the requirements shown on Standard Detail W-9. The extension is required due to the existing waterline (to remain online until final swap over of the new transmission line) and the required pipe cover.**

Attachments: **None**

ISSUED:		RECEIVED:	
By: <u></u>	By: <u></u>		
Engineer (Authorized Signature)	Contractor (Authorized Signature)		
Title: <u>Project Engineer</u>	Title: <u>Project Administrator</u>		
Date: <u>May 23, 2025</u>	Date: <u>05/23/2025</u>		

Copy to: Owner

Date of Issuance: June 4, 2025	Effective Date: June 4, 2025
Owner: City of Alamogordo	Owner's Contract No.: UC2401 2024-008
Contractor: La Luz Dirt & Paving, LLC	Contractor's Project No.: PO# 22501473
Engineer: Smith Engineering Company	Engineer's Project No.: 823102-03
Project: Street Maintenance Program FY2021	Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>Inclusive</u>	<u>Inclusive</u>
	<u>Specification(s)</u>	<u>Drawing(s) / Detail(s)</u>

Description: **The water services scheduled for replacement at Station 79+86 and 79+91 will require the installation of traffic rated meter cans due to their proximity to the alley driveway and adjacent private driveway.**

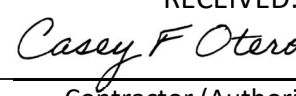
Sheet RC3.0: an additional 40 linear feet of curb and 4' wide sidewalk removal and replacement will be required for connection of the new waterline to existing waterline. The existing waterline currently lies directly below the existing curb and is adjacent to an existing fiber optic line and unknown communication conduit at the same vertical elevation. To prevent exposing the fiber optic/communication lines along their length and temporarily suspending them to complete waterline tie-in, we suggest exposing the existing waterline and installing a vertical bend to complete the tie-in at depth below the existing fiber/communication lines. This connection will be abandoned under Phase 2 construction when the new 14-inch water main is extended to the south. The necessary curb and sidewalk removal was slated in Phase 2 construction and will be removed prior to issuing Phase 2 for competitive bidding.

Sheet RC4.0: An additional 140 linear feet of curb/gutter removal and replacement and 42 square yards of sidewalk (4" Concrete) removal and replacement is proposed to eliminate localized ponding on the west side of Oregon Avenue north of the 14th Street intersection. Based on field measurements sufficient fall to correct this low point is present around the northwest radius on Oregon Avenue/14th Street.

Sheet U9.0: The water meter at Station 49+73 shall be relocated outside the driveway so that a traffic rated meter can is not required. The City is aware the customer side service line will snake from the customer shut-off valve to the existing point of connection.

Sheet RC5.0: The proposed concrete driveway (6" Concrete) will not be constructed at the turnout to Kids Zone Playground. In lieu, an asphalt driveway will be constructed to the existing pipe fence. Estimated quantities on shown on the following page.

Attachments: **Exhibit Mark-Ups on Sheets RC3.0, RC4.0, and RC5.0**

ISSUED:	RECEIVED:
By: <u></u>	By: <u></u>
Engineer (Authorized Signature)	Contractor (Authorized Signature)

Title: <u>Project Engineer</u>	Title: <u>Project Administrator</u>
--------------------------------	-------------------------------------

Date: <u>June 4, 2025</u>	Date: <u>06/05/2025</u>
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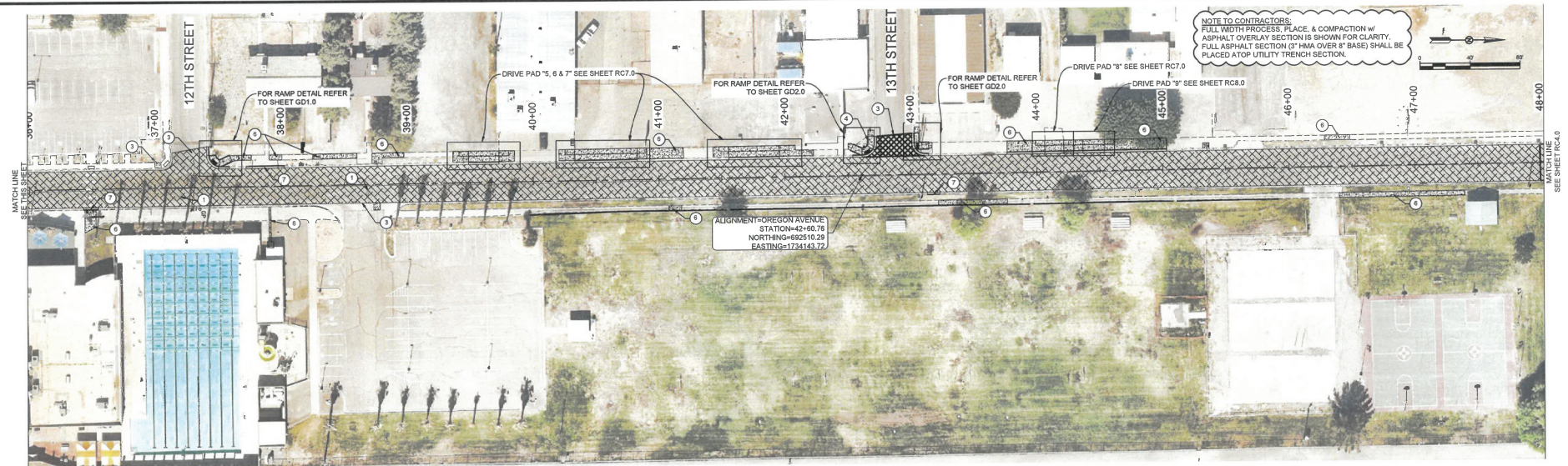
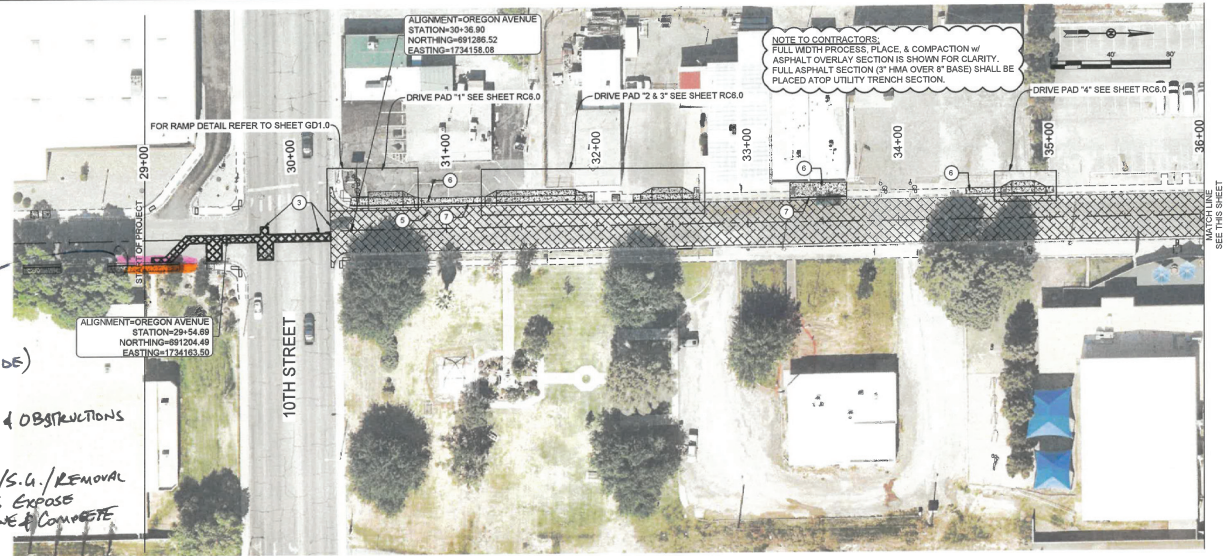
Copy to: Owner

Estimated Quantities This Field Order

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Item Cost
3	Removal & Disposal of Structures & Obstructions; CIP	LS	1	TBD	TBD
4	12" Subgrade Preparation; CIP	SY	140	\$6.00	\$840.00
6	8" Base Course; CIP	SY	140	\$13.05	\$1,827.00
7	Prime Coat Material; CIP	SY	140	\$1.00	\$140.00
8	HMA SP-IV 3" Thick; CIP	SY	140	\$26.50	\$3,710.00
9	Removal of Surfacing; CIP	SY	140	\$3.68	\$515.20
11	Concrete Pavement 4"; CIP	SY	60	\$123.43	\$7,405.80
13	24" Curb & Gutter (All Types); CIP	LF	180	\$57.76	\$10,396.80
New	Traffic Rated Meter Cans; Compl	EA	2	TBD	TBD

LEGEND - PAVING	
	2" MILL & INLAY
	NEW PAVEMENT SECTION
	3" PROCESS, PLACE, & COMPACT w/ ASPHALT OVERLAY SECTION
①	ADJUST EXISTING MANHOLE TO GRADE
②	ADJUST EXISTING VALVE BOX TO GRADE
③	NEAT LINE SAW CUT
④	REMOVE & RESET EXISTING SINGLE POLE STREET SIGN
⑤	ADJUST MONITORING WELL TO GRADE
⑥	NEW CONCRETE SIDEWALK (MEET AND MATCH EXISTING)
⑦	NEW 2' CURB AND GUTTER (MEET AND MATCH EXISTING)

40 LF CURB & GUTTER
 40 LF 4" SIDEWALK (4" WIDE)
 ↳ 18 SY
 REMOVAL OF STRUCTURES & OBSTRUCTIONS
 SAME QUANTITIES
 20 SY OF ASPHALT/BASE/S.G./REMOVAL
 OF SURFACING TO EXPOSE
 EXISTING WATERLINE & COMPOSITE
 TIE-IN



REV. NO.	DATE	DESCRIPTION	APPROVED

New Mexico One Call, Inc. Call 2 days before you dig!
 Dial 811 or 1-800-321-2537
 Professional Resources for Damage Prevention



Street Maintenance Program FY2021 Phase 1

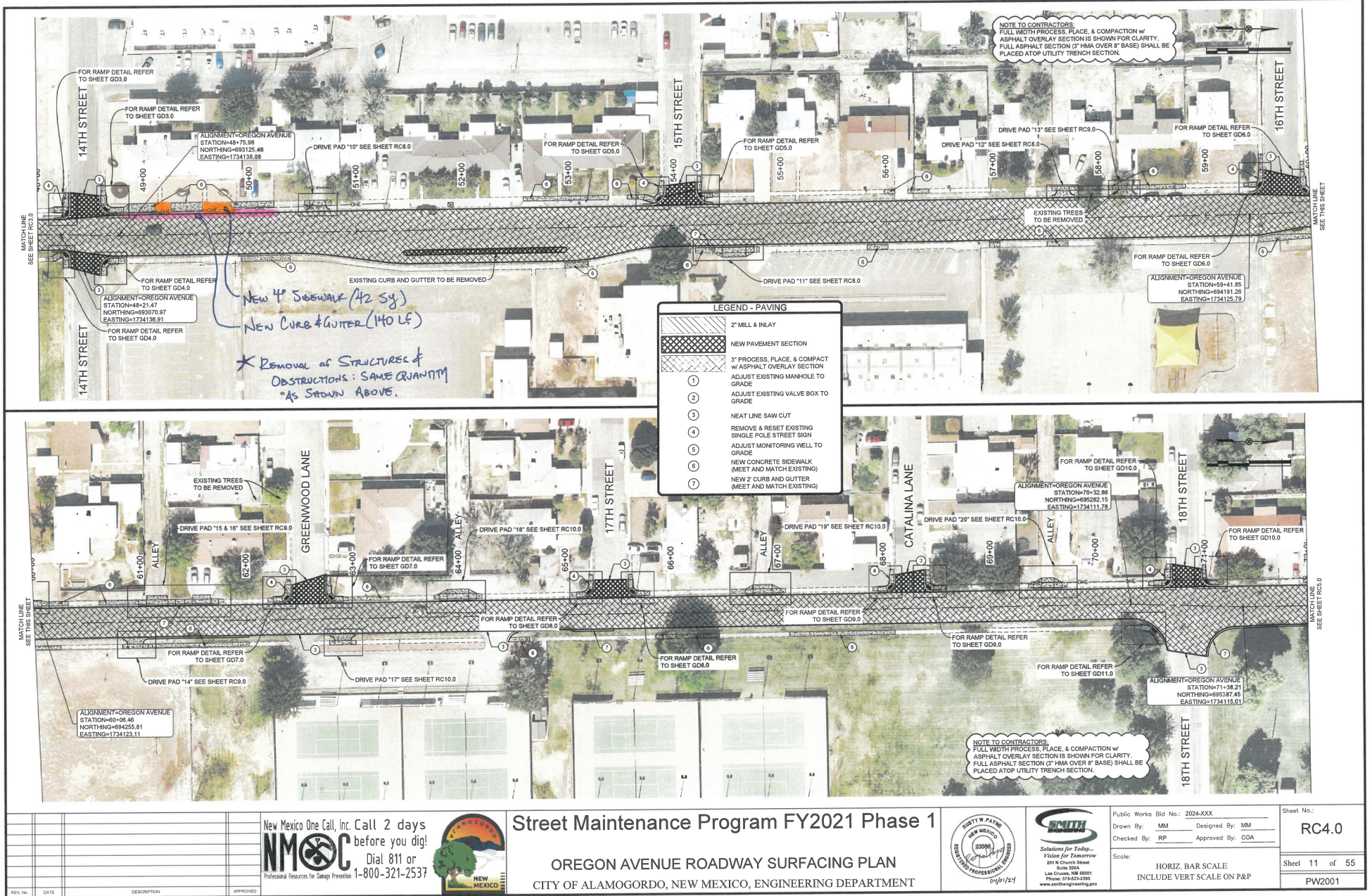
OREGON AVENUE ROADWAY SURFACING PLAN

CITY OF ALAMOGORDO, NEW MEXICO, ENGINEERING DEPARTMENT



Public Works Bid No.: 2024-XXX
 Drawn By: MM Designed By: MM
 Checked By: RP Approved By: COA
 Scale: HORIZ. BAR SCALE
 INCLUDE VERT SCALE ON P&P

Sheet No.: RC3.0
 Sheet 10 of 55
 PW2001



New Mexico One Call, Inc. Call 2 days before you dig!
 Dial 811 or 1-800-321-2537
 Professional Resources for Damage Prevention



Street Maintenance Program FY2021 Phase 1

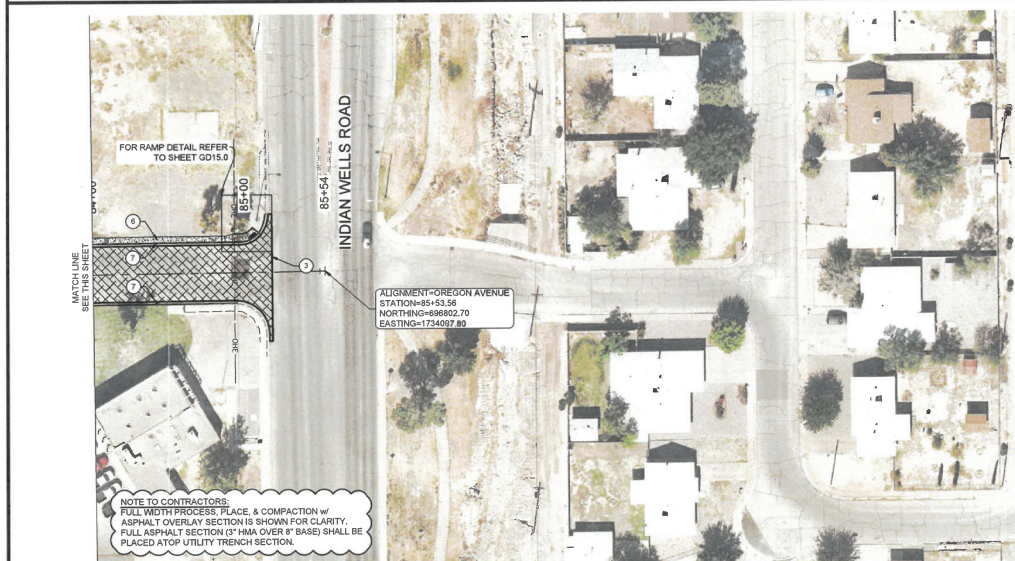
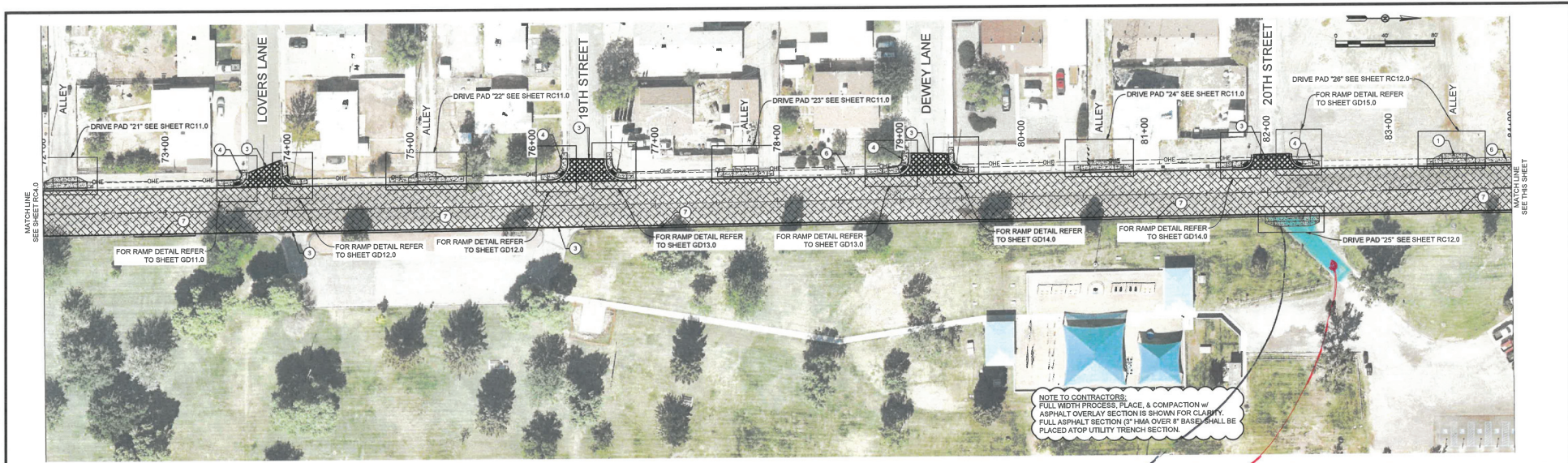
OREGON AVENUE ROADWAY SURFACING PLAN

CITY OF ALAMOGORDO, NEW MEXICO, ENGINEERING DEPARTMENT



Public Works Bid No.: 2024-XXX
 Drawn By: MM Designed By: MM
 Checked By: RP Approved By: COA
 Scale: HORIZ. BAR SCALE
 INCLUDE VERT SCALE ON P&P

Sheet No.: RC4.0
 Sheet 11 of 55
 PW2001



Remove 6" Concrete Driveway
37 sy @ \$179.09/sy = \$6,623

New Asphalt Driveway To Pipe Fence

- 120 sy : 12" SUBGRADE PREPARATION (\$1.00/sy)
- 120 sy : 8" BASE COURSE (\$13.05/sy)
- 120 sy : PRIME COAT MATERIAL (\$1.00/sy)
- 120 sy : HMA SP-N 3" THICK (\$26.59/sy)
- 120 sy : REMOVAL OF SURFACING (\$3.68/sy)

★ ADDITIONAL WORK w/ ASPHALT DRIVEWAY
\$6,027.60

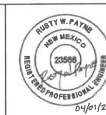
LEGEND - PAVING	
	2" MILL & INLAY
	NEW PAVEMENT SECTION
	3" PROCESS, PLACE, & COMPACTION w/ ASPHALT OVERLAY SECTION
1	ADJUST EXISTING MANHOLE TO GRADE
2	ADJUST EXISTING VALVE BOX TO GRADE
3	NEAT LINE SAW CUT
4	REMOVE & RESET EXISTING SINGLE POLE STREET SIGN
5	ADJUST MONITORING WELL TO GRADE
6	NEW CONCRETE SIDEWALK (MEET AND MATCH EXISTING)
7	NEW 2' CURB AND GUTTER (MEET AND MATCH EXISTING)

REV. NO.	DATE	DESCRIPTION	APPROVED

New Mexico One Call, Inc. Call 2 days before you dig!
Dial 811 or 1-800-321-2537
Professional Resources for Damage Prevention



Street Maintenance Program FY2021 Phase 1
OREGON AVENUE ROADWAY SURFACING PLAN
CITY OF ALAMOGORDO, NEW MEXICO, ENGINEERING DEPARTMENT



Public Works Bid No.: 2024-XXX	Sheet No.: RC5.0
Drawn By: MM	Designed By: MM
Checked By: RP	Approved By: COA
Scale: HORIZ. BAR SCALE INCLUDE VERT SCALE ON P&P	Sheet 12 of 55 PW2001

La Luz Dirt & Paving, LLC
166 US Hwy 82
Alamogordo, NM 88310



Voice: 575-437-1134

Email: office@laluzdirt.com

NM License 392908

Request for Information

RFI No.: 010 Date of Request: 06/19/2025 Date Response Required: ASAP

CN: _____ Originator: Casey Otero

Reference Documents/Attachments: RFI from GHU & Submittal

Problem Description/Request:

Per a request of City of Alamogordo appointed engineer, (FO#8) heavy gage lids are needed for some meter locations on Oregon. Per the suppliers for GHU heavy gage H20 lids are not manufactured for the US, but an additional cover that is a heavy gage lid is what the state requires to go over the existing lids to comply for heavy load traffic.

Attached are the documents showing the recommended solution. The item is American made and readily available to us now. The cost is an additional \$460.29 plus tax,

Initiator of Request: Casey F Otero Date: 06/19/2025

Suggested Resolution:

Request approval for these two needed lid assemblies.

Resolution:

Resolution By: _____ Date: _____

GH-Ut General Hydronics Utilities, LLC

UNDERGROUND UTILITIES – WATER - SEWER – DIRTWORK
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

"USA Owned"

EDWIN BOLES - Owner/Managing Member
CHARLES MARTIN - Owner/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generallyhydronics.com

REQUEST FOR INFORMATION

Project Name: Oregon
Request to: La Luz Dirt & Paving/City of Alamogordo

RFI No. 5

Date of Request: 6/18/2023

Date Response Required: ASAP

Problem Description/Request:

Per a request of City of Alamogordo appointed engineer, heavy gage lids are needed for some meter locations on Oregon. Per the suppliers for GHU heavy gage H20 lids are not manufactured for the US, but an additional cover that is a heavy gage lid is what the state requires to go over the existing lids to comply for heavy load traffic.

Attached are the documents showing the recommended solution. The item is American made and readily available to us now. The cost is an additional \$460.29 plus tax,

Suggested Resolution: Request approval for these two needed lid assemblies.

Engineer Resolution/Concurrence:

Requested by Chris Edwards for GHU on 6-18-2025



Resolution by

CONTRACTOR SUBMITTAL FORM

Project Name: Oregon	Submittal No.:
Project No: 24-3017	Date: 6-18-2025
Contractor: General Hydronics Utilities LLC Sub for La Luz Paving	No. of Copies:

Supplier: Core and Main	Specification No.:
Manufacturer: EJ Supplies	Drawing No.:
Product Description Heavy Duty H20 rated Service Lid Cover and assembly for heavy loads Design Load Heavy Duty, Grey Iron made in the USA Product number 00120207	

Are there any deviations from the Contract Documents? ☒ No ☐ Yes

Explain: To the best of knowledge based upon attachments and past experience with this vendor the material is equal to or better than the required specs for thus project.

Contractor's certification that product meets requirements of Contract Documents:

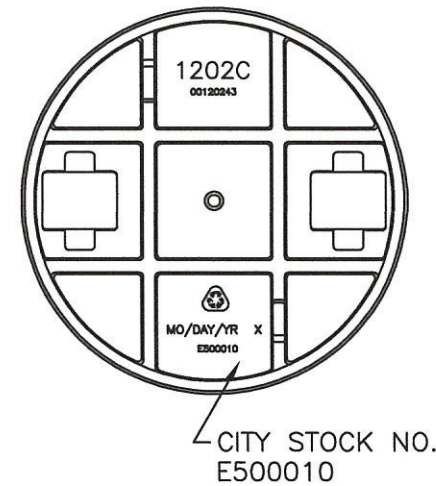
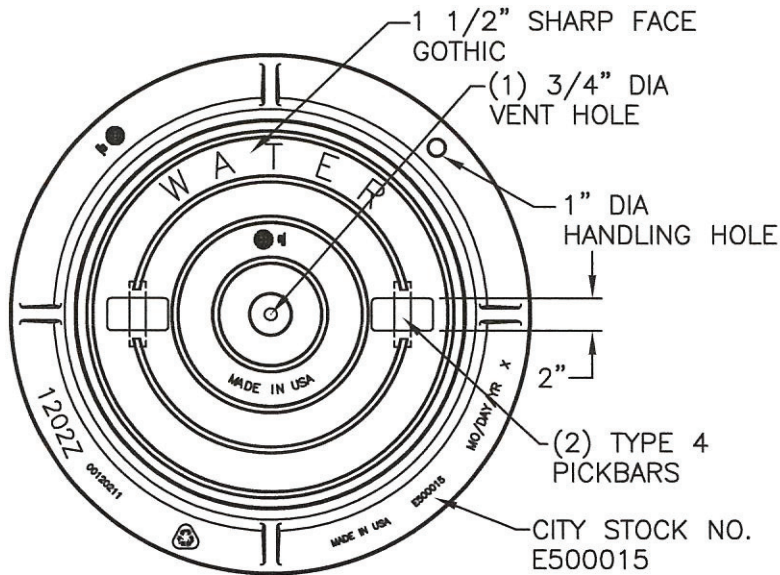
☒ Certified

☐ Certified with variations as noted on shop drawings and/or attached sheets.

Signed: 	Date: 6-18-25
--	----------------------

Engineer's Comments: ☐ No Exception Taken ☐ Exceptions as Noted ☐ Submittal Rejected ☐ Revise and Resubmit to Engineer ☐ Contractor to Submit Specified Information	Review is limited to check for compliance with design concept. No changes from provisions of Contract Documents are intended and Contractor remains responsible for compliance with revisions therein. The Contractor is solely responsible for quantities; correctness of dimensions; verification of physical interrelation of elements of the work as required by the drawings and specifications and by field determination; fabrication procedures, construction methods, techniques, and sequences. This review does not relieve the Contractor from these responsibilities. Non-conformities and errors detected have been noted but such markings, or lack thereof, shall not relieve the Contractor from compliance with all requirements of the contract drawings and specifications.
Signed:	Date:

→ 1202C 1202Z Assembly



BOTTOM VIEW

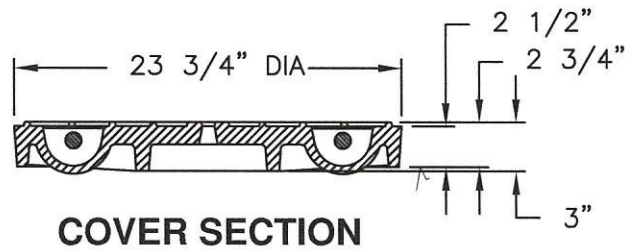
Product Number

00120207

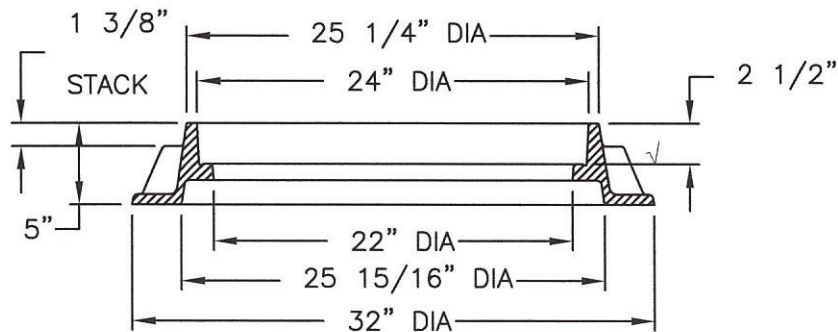
Design Features

-Materials
Cover
Gray Iron (CL35B)
Frame
Gray Iron (CL35B)

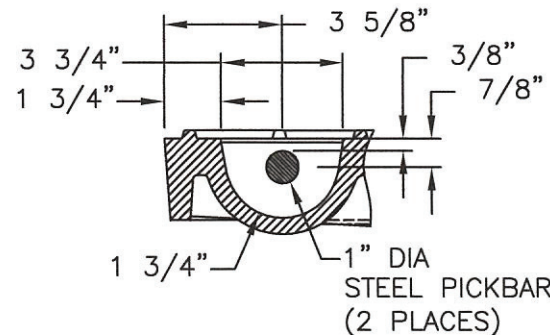
-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Undipped
-✓ Designates Machined Surface



COVER SECTION



FRAME SECTION



PICKBAR DETAIL

Certification

-ASTM A48
-
-Country of Origin: USA

Major Components

00120243
00120211

450 29

Drawing Revision

11/09/2006 Designer: JIJ
12/15/2014 Revised By: DVD

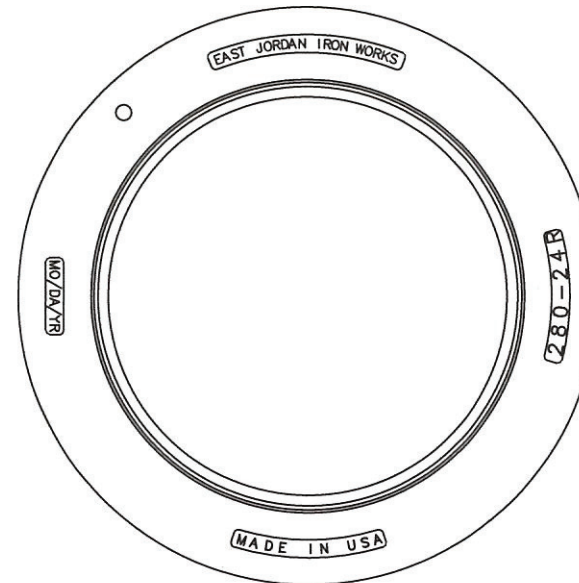
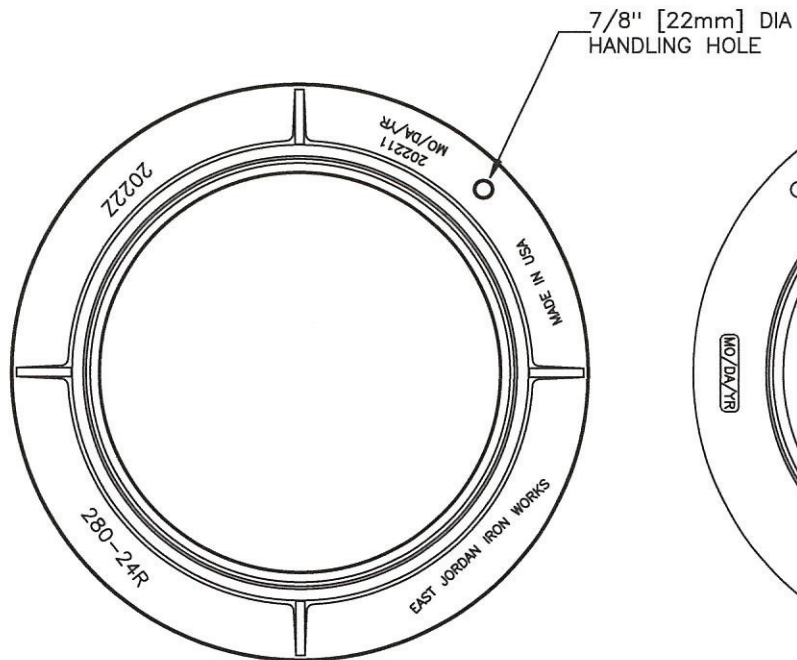
Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

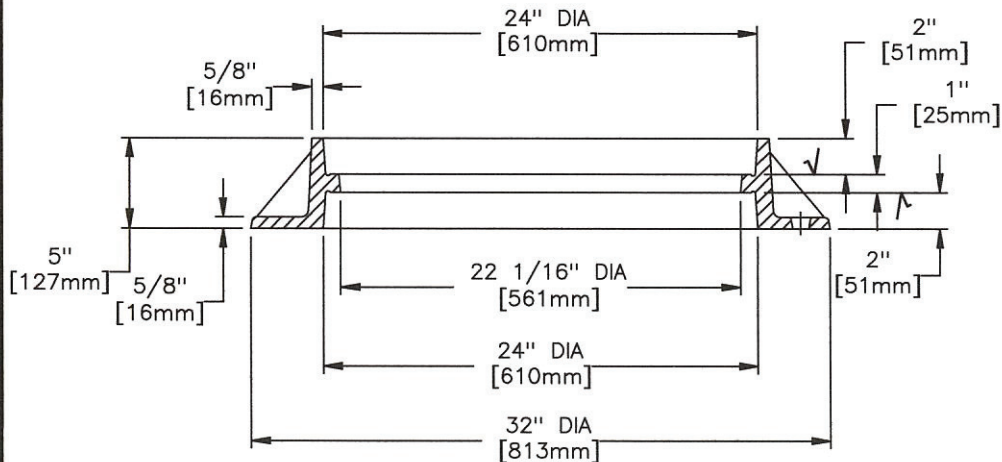
CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2011 EJ GROUP, Inc. All rights reserved.

Contact

800 626 4653
ejco.com



BOTTOM VIEW



SECTION

**FRAME IS REVERSIBLE
AND CAN BE INSTALLED
AS A TOP FLANGE UNIT.**

✓ MACHINED SURFACE

EAST JORDAN
IRON WORKS, INC.
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

DRAWN
PFB

DATE
06/20/00

APPROVED

DATE

280-24R FRAME

PRODUCT NO.

00202211

CATALOG NO.

2022Z

REF. PRODUCT DRAWING

00202211

EST. WT.

FRAME: 150 LBS 68kg

OPEN AREA

N/A

MAT'L SPEC.

FRAME - GRAY IRON
ASTM A48 CL35

LOAD RATING

HEAVY DUTY

GH-Ut General Hydronics Utilities, LLC

UNDERGROUND UTILITIES – WATER - SEWER – DIRTWORK
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

“USA Owned”

EDWIN BOLES / Owner-Managing Member
CHARLES MARTIN / Owner-Managing Member
1001 Zuni Dr., Ste D, Alamogordo, NM 88310
Phone 575.437.6512, Fax NA
chris@generalhydronics.com
<https://generalhydronicsutilities.com/>

June 18, 2025

To: Casey
Attn: La Luz Paving
PROJECT: Valley View Ruidoso, New Mexico

Change Order PRICE: \$920.58 excludes 8.175% NMGRT)

SPECIFIC INCLUSIONS: Price includes additional lid as required to comply with specs for heavy duty service lid.

SPECIFIC EXCLUSIONS: As per the standard contract to include below...

STANDARD EXCLUSIONS:

Tax	Electrical (Division 16)
Bond (if required)	Built-up Curbs
Painting or Patching	Staking, Layout, or Engineering of Utilities & Site
Temporary Facilities or Electrical	Clearing or Grubbing
Housekeeping Pads	Prepared Opening / Structural Modifications
Landscaping or Irrigation System	Density Tests & Concrete Testing
Asbestos Abatement	Rock Rip Rap
Utility Expansion, Development, Connection fees	Electrical or Telephone Extension Charges
Security Bars	Pipe Bollards
Architectural Cutting or Patching	Cutting, Removal or Replacement of Concrete or Asphalt
Architecture Demo	Roof Cut or Patch
Housekeeping Pads for Equipment	Deck Cut or Patch
Hold Harmless clause premium cost	SWPPP Provisions
Fire/ Smoke dampers not shown on plans	Fire Rated Chases or Enclosures
Fire-stopping / Fire-caulking / Fire-proofing	Dumpster or Haul Off
Masonry or Concrete Blockouts	Roof Flashings
Fire Protection	Fire Dampers not shown on plans
Outside Utilities / Meters	Video Taping
Architectural Access Doors	Export / Disposal
Erosion Control	Pipe to Liner Boot Sleeve
Pond Liner Installation or Repair	HVAC
Any Connection to Exist or New Concrete w/Liner	

GHU Bid SUBMISSION: _____

ACCEPTED: _____

Name Printed

Name Printed

Name Signed

Name Signed

Date

Date

Date of Issuance: June 10, 2025	Effective Date: June 10, 2025
Owner: City of Alamogordo	Owner's Contract No.: UC2401 2024-008
Contractor: La Luz Dirt & Paving, LLC	Contractor's Project No.: PO# 22501473
Engineer: Smith Engineering Company	Engineer's Project No.: 823102-03
Project: Street Maintenance Program FY2021	Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

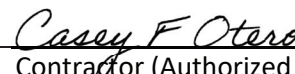
Reference:	<u>Inclusive</u>	<u>Inclusive</u>
	Specification(s)	Drawing(s) / Detail(s)

Description: Due to adjacent construction and paving activities planned for the CBC Improvements project on 10th Street at Washington Channel, the waterline trench crossing 10th Street at Oregon Avenue should be backfilled and compacted to top of pavement elevation with base course only at this time. This will provide a suitable travel surface to reopen the intersection to traffic and relocate traffic control devices onto Oregon Avenue to continue progressing waterline installation south towards 10th Street.

The final asphalt pavement in the intersection of 10th Street/Oregon Avenue will be placed continuously with the adjacent pavement activities at the Washington Avenue project site. The final paved surface shall extend from the east limits of the Washington Channel project to a perpendicular line on the west most radius point at the 10th Street/Oregon Avenue intersection. The pavement section shall match the proposed pavement section on Oregon Avenue to include the 3" Bomag section with new 3" overlay. The City will work with the Prime Contractor on the adjacent construction regarding pavement composition and final payment. The balance of the additional paving will be adjusted via change order into this project at the established Unit Costs.

The asphalt patching, for the waterline trench, shall be completed at the contractors discretion and shall not be subject to the coordination efforts listed above.

Attachments:

ISSUED:	RECEIVED:
By: <u></u>	By: <u></u>
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Project Administrator</u>
Date: <u>June 10, 2025</u>	Date: <u>07/10/25</u>
Copy to: Owner	

Date of Issuance:	July 22, 2025	Effective Date:	July 22, 2025
Owner:	City of Alamogordo	Owner's Contract No.:	UC2401 2024-008
Contractor:	La Luz Dirt & Paving, LLC	Contractor's Project No.:	PO# 22501473
Engineer:	Smith Engineering Company	Engineer's Project No.:	823102-03
Project:	Street Maintenance Program FY2021	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>Inclusive</u>	<u>Inclusive</u>
	<u>Specification(s)</u>	<u>Drawing(s) / Detail(s)</u>

Description: **This Field Order shall be supplemental to the directive provided in Field Order #09. The paving limits within 10th Street/Oregon Avenue intersection have been defined on the attached Sheet RC14.0. Additionally, a new thirty-six inch (36") wide valley gutter shall be constructed along the south side of 10th Street between two (2) new ADA compliant ramps. Anticipated additional quantities are tabulated on this sheet.**

Sheet GD18.0 provides ramp layout and spot elevations on the south side of 10th Street.

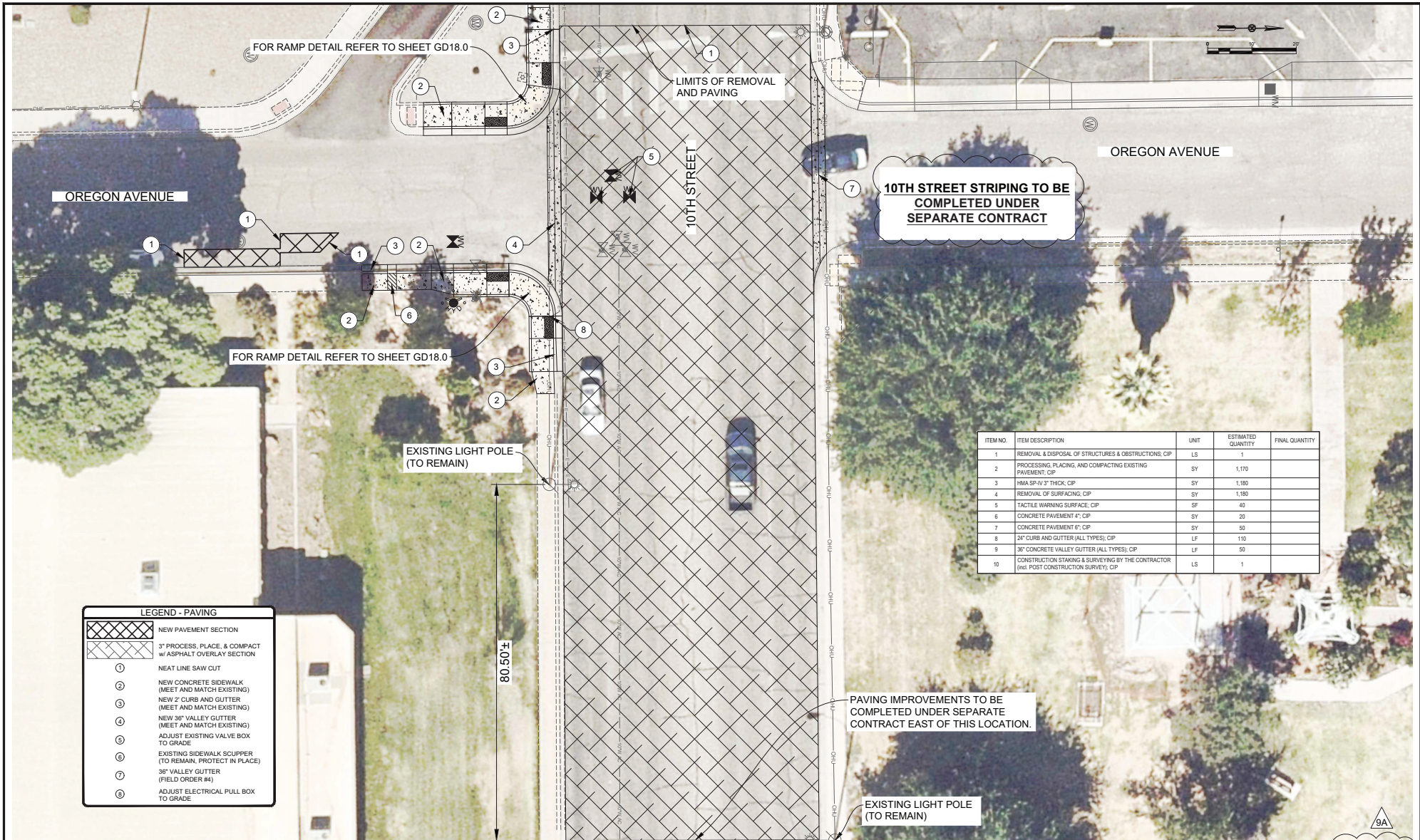
Attachments: **Sheet RC14.0 and GD 18.0**

ISSUED:	RECEIVED:
By: <u></u>	By: <u></u>
Engineer (Authorized Signature)	Contractor (Authorized Signature)

Title: <u>Project Engineer</u>	Title: <u>Project Administrator</u>
--------------------------------	-------------------------------------

Date: <u>July 22, 2025</u>	Date: <u>July 22, 2025</u>
----------------------------	----------------------------

Copy to: Owner



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
1	REMOVAL & DISPOSAL OF STRUCTURES & OBSTRUCTIONS, CIP	LS	1	
2	PROCESSING, PLACING, AND COMPACTING EXISTING PAVEMENT, CIP	SY	1,170	
3	HMA SP-IV 3" THICK, CIP	SY	1,180	
4	REMOVAL OF SURFACING, CIP	SY	1,180	
5	TACTILE WARNING SURFACE, CIP	SF	40	
6	CONCRETE PAVEMENT 4", CIP	SY	20	
7	CONCRETE PAVEMENT 6", CIP	SY	50	
8	36" CURB AND GUTTER (ALL TYPES), CIP	LF	110	
9	36" CONCRETE VALLEY GUTTER (ALL TYPES), CIP	LF	50	
10	CONSTRUCTION STAKING & SURVEYING BY THE CONTRACTOR (incl. POST CONSTRUCTION SURVEY), CIP	LS	1	

LEGEND - PAVING	
	NEW PAVEMENT SECTION
	3" PROCESS, PLACE, & COMPACT w/ ASPHALT OVERLAY SECTION
①	NEAT LINE SAW CUT
②	NEW CONCRETE SIDEWALK (MEET AND MATCH EXISTING)
③	NEW 2" CURB AND GUTTER (MEET AND MATCH EXISTING)
④	NEW 36" VALLEY GUTTER (MEET AND MATCH EXISTING)
⑤	ADJUST EXISTING VALVE BOX TO GRADE
⑥	EXISTING SIDEWALK SCURPER (TO REMAIN, PROTECT IN PLACE)
⑦	36" VALLEY GUTTER (FIELD ORDER #4)
⑧	ADJUST ELECTRICAL PULL BOX TO GRADE

1	02/11/2025	FIELD ORDER #3	RP
5	04/10/2025	FIELD ORDER #5	RP
9A	07/16/2025	FIELD ORDER #9A	RP
REV No.	DATE	DESCRIPTION	APPROVED

New Mexico One Call, Inc. Call 2 days before you dig!
 Dial 811 or 1-800-321-2537
NMOC
 Professional Resources for Damage Prevention



Street Maintenance Program FY2021 Phase 1 OREGON AVE AND 10TH ST EXHIBIT CITY OF ALAMOGORDO, NEW MEXICO, ENGINEERING DEPARTMENT



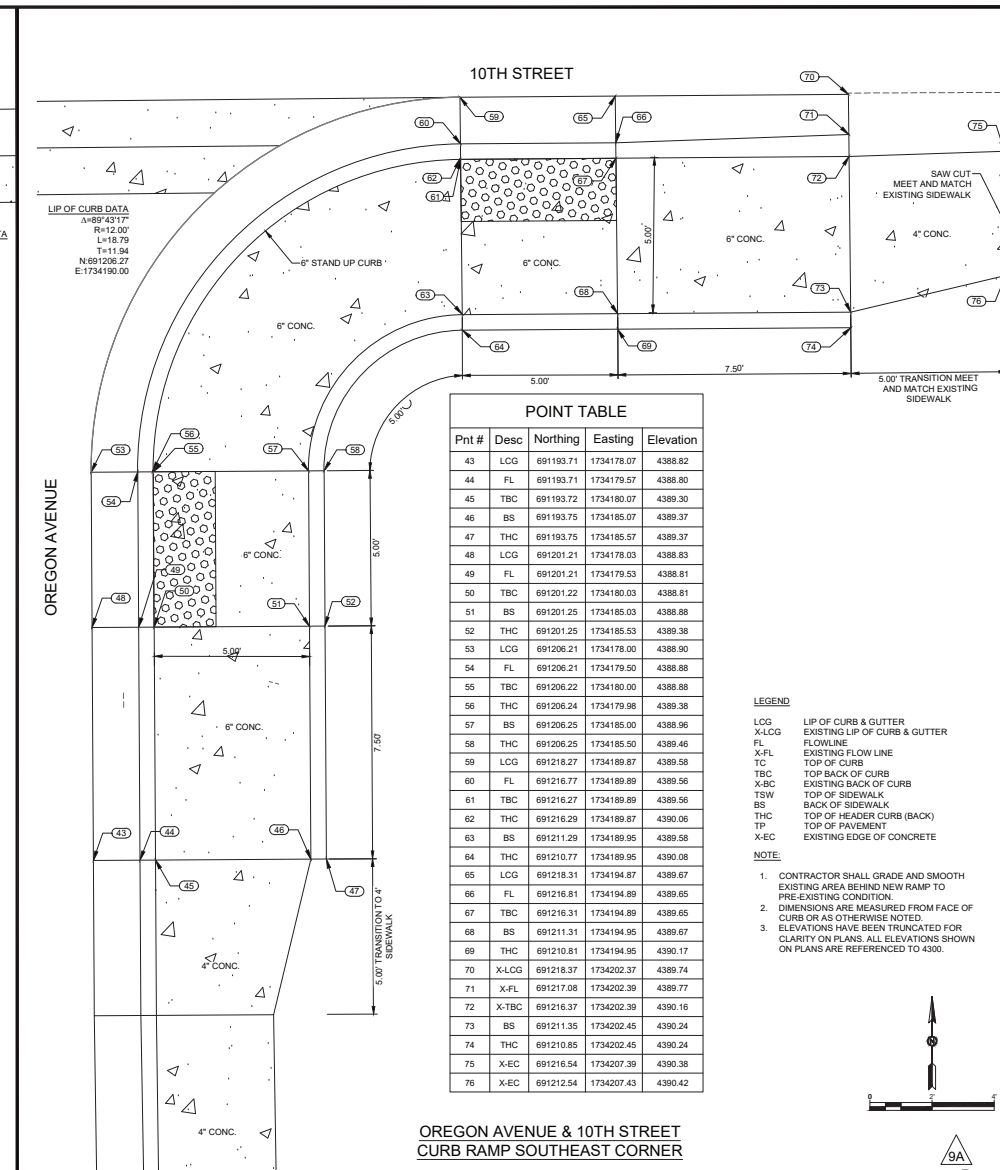
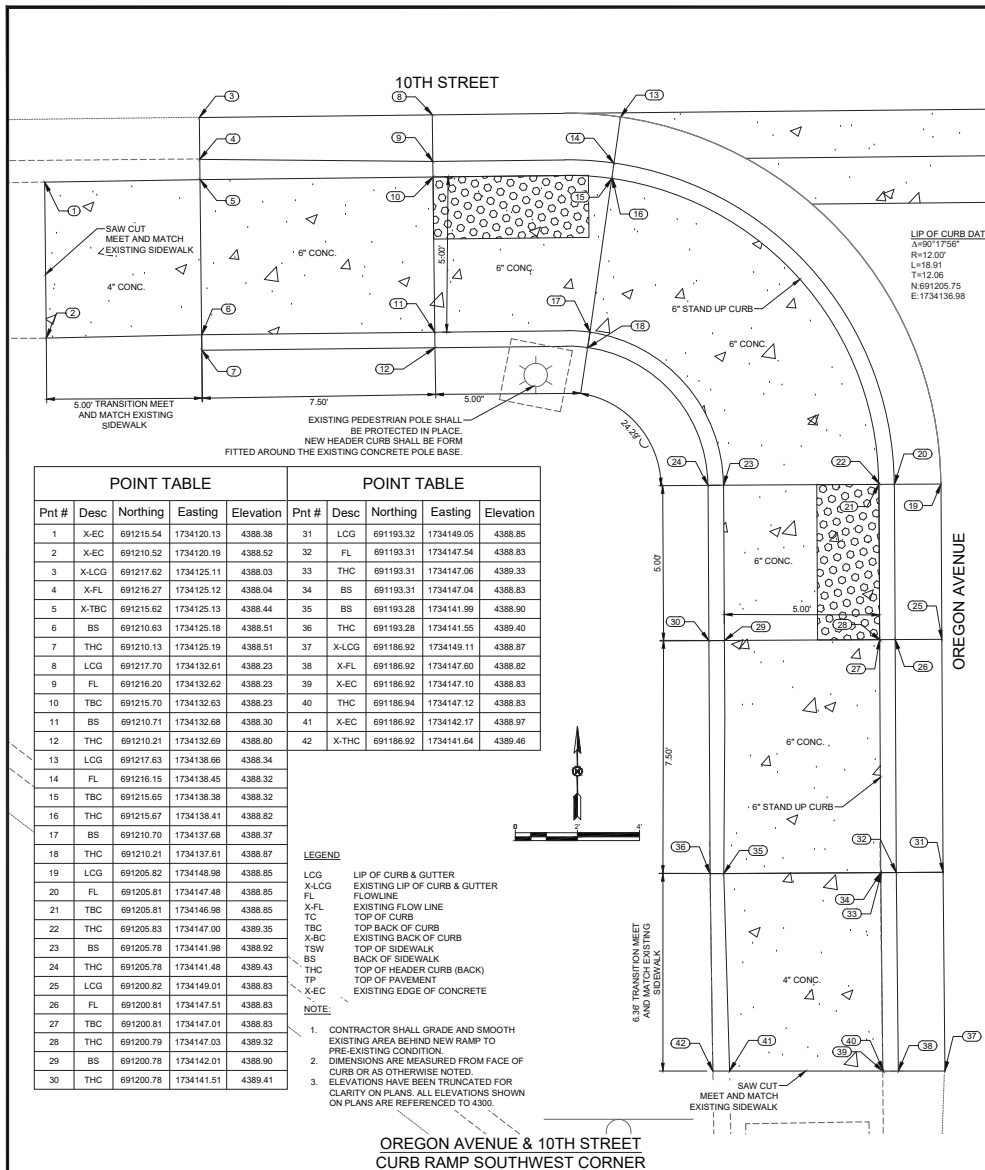
Public Works Bid No.: 2024-008
 Drawn By: MM Designed By: MM
 Checked By: RP Approved By: COA
 Scale: HORIZ. BAR SCALE
 INCLUDE VERT SCALE ON P&P

9A

Sheet No.: **RC14.0**

Sheet 19 of 55

PW2001





La Luz Dirt & Paving, LLC

NM License # 392908

office@laluzdirt.com

(575) 437-1134 (office) (888) 622-0587 (fax)

166 US Hwy 82, Alamogordo, NM 88310

CONTACT FOR THIS PROJECT: **Joel Danley 575 439-6537**

Change Order Req

DATE 6/5/2025

TO: City of Alamogordo

ATTN: _____

PROJECT: Oregon Ave

SCOPE OF WORK:

Cost to cap water line to do the 10th Street Intersection out of Sequence

1 Sleeve @ \$1,728.79 & 2 Cap @ \$4,121.80 \$ 5,850.59

15% LLDP \$ 877.59

\$ 6,728.18

Cost to cap water line to do the 14th Street Intersection out of Sequence to keep

14th open for detour

2 Sleeve @ \$3,457.79 & 2 Cap @ \$4,121.80 \$ 7,579.59

15% LLDP \$ 1,136.94

\$ 8,716.53

EXCLUSIONS: NMGR

Accepted: _____

GH-Ut General Hydronics Utilities, LLC

UNDERGROUND UTILITIES – WATER - SEWER – DIRTWORK
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

"USA Owned"

EDWIN BOLES / Owner/Managing Member
CHARLES MARTIN / Owner/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generallyhydronics.com

CHANGE ORDER REQUEST

Project: Oregon at 10th Street
Engineer:

Change (description of work): 10th Street & Oregon Tie ins

Reason for change: At the request of the city to skip from 14th Street due to traffic control concerns as a result of the 10th Street bridge work repair

Price Quote: 1 Sleeve \$1728.79
2 Cap \$ 4121.80
Total \$5850.59

Change order request submitted by:

Edwin Boles
General Hydronics Utilities, LLC

GH-Ut General Hydronics Utilities, LLC

UNDERGROUND UTILITIES – WATER – SEWER – DIRTWORK
LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

"USA Owned"

EDWIN BOLES / Owner/Managing Member
CHARLES MARTIN / Owner/Managing Member
Phone 575.437.6512
Fax 575.434.6721
1001 Zuni Dr., Ste D
Alamogordo NM 88310-9044
ghut@generalhydronics.com

CHANGE ORDER REQUEST

Project: Oregon at 14th Street
Engineer:

Change (description of work): 14th Street & Oregon Tie ins

Reason for change: At the request of the city to skip from 14th Street due to traffic control concerns as a result of the 10th Street bridge work repair

Price Quote:	2 Sleeves	\$3457.79
	2 Cap	\$ 4121.80
Total		\$7579.59

Change order request submitted by:

Edwin Boles
General Hydronics Utilities, LLC

Date of Issuance: July 25, 2025	Effective Date: July 25, 2025
Owner: City of Alamogordo	Owner's Contract No.: UC2401 2024-008
Contractor: La Luz Dirt & Paving, LLC	Contractor's Project No.: PO# 22501473
Engineer: Smith Engineering Company	Engineer's Project No.: 823102-03
Project: Street Maintenance Program FY2021	Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>Inclusive</u>	<u>Inclusive</u>
	Specification(s)	Drawing(s) / Detail(s)

Description: **This Field Order adds a sanitary sewer extension along 13th Street across Oregon Avenue for connection of the future City Natatorium. Additionally, the manhole at the entrance to the Recreation Center's north parking lot will be rehabilitated and extended east for future natatorium connection as well.**

Sanitary sewer line materials and installation shall be governed by the City of Alamogordo Technical Standards. Estimated project quantities have been included on the attached Plan Sheets for Contractor's use in development of construction costs to be incorporated via Project Change Order.

The existing manholes (X-MH 1217 and X-MH 1211) shall be rehabilitated as part of the Scope of Work. At the Contractor's option, this may entail complete removal and replacement of the existing manhole or the installation of an interior manhole liner in accordance with the attached specification. Either method chosen shall accommodate the connection of existing sanitary sewer lines (incoming and outgoing) at pre-existing elevations.

Provisions for items such as bypass pumping and removal/disposal of existing sanitary sewer pipe have been included as the need for such activities to facilitate construction is not known at this point. To the best of our knowledge existing manhole (X-MH 1211 – Recreation Center Parking Lot Entry) is dry and does not currently receive sanitary sewer flow. Existing manhole (X-MH 1217) is receiving active sanitary sewer flows from the 8" pipeline (northbound) within the alley, flow volume is not known at this time.

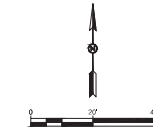
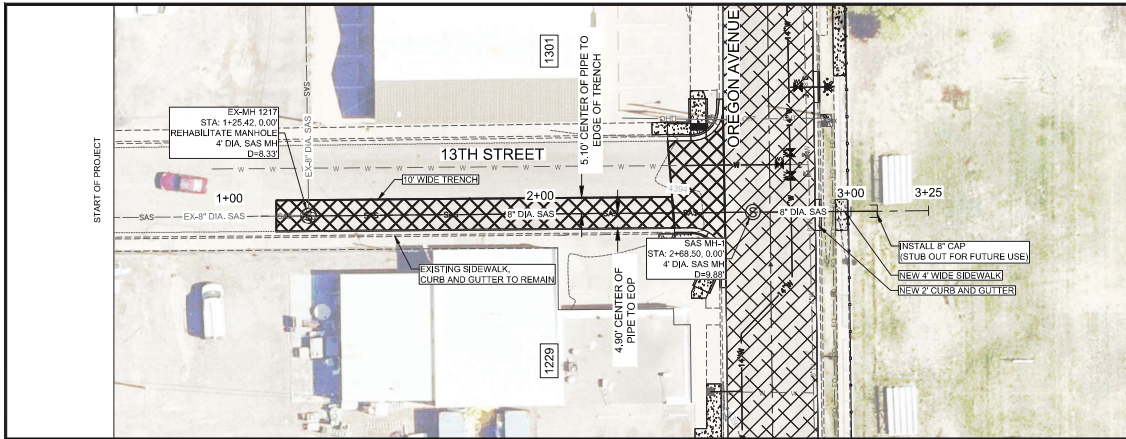
Attachments: **Sheets U18.0, U19.0, and Rehabilitate Manhole Specification**

ISSUED:	RECEIVED:
By: <u></u>	By: <u></u>
Engineer (Authorized Signature)	Contractor (Authorized Signature)

Title: <u>Project Engineer</u>	Title: <u>Project Administrator</u>
--------------------------------	-------------------------------------

Date: <u>July 25, 2025</u>	Date: <u>07/25/2025</u>
----------------------------	-------------------------

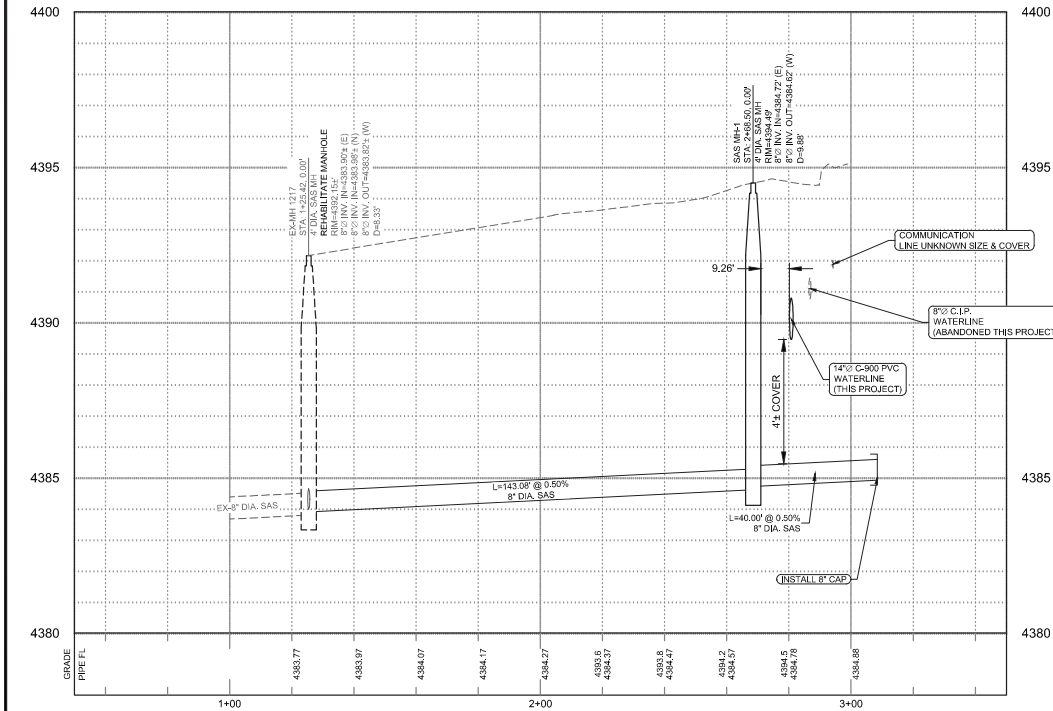
Copy to: Owner



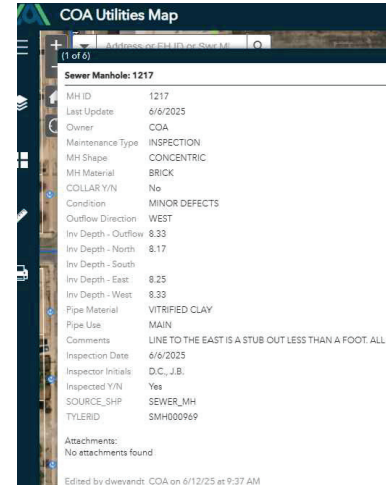
13TH STREET SURVEY NOTE:
A TOPOGRAPHIC SURVEY NOR SUBSURFACE UTILITY ENGINEERING (SUE) WAS COMPLETED ON 13TH STREET WEST OF OREGON AVENUE. CONTRACTOR SHALL COMPLETE A PRE-CONSTRUCTION UTILITY SURVEY PRIOR TO EXCAVATION TO CONFIRM ANTICIPATED SANITARY SEWER ROUTE.

MANHOLE REHABILITATION NOTE:
REHABILITATION OF MANHOLE SHALL CONSIST OF MANHOLE REMOVAL/RECONSTRUCTION OR INSTALLATION OF AN EPOXY LINING SYSTEM AT THE CONTRACTOR'S DISCRETION. IF THE CONTRACTOR SELECTS TO INSTALL A LINER SYSTEM THE WORK SHALL INCLUDE REPAIR/COATING OF CEMENTITIOUS MATERIALS. INSTALLATION OF FIBERGLASS OR POLYMER MANHOLE LINER, AND REBUILDING OF MANHOLE INVERTS/BENCHES AS PROVIDED IN THE SPECIFICATIONS INCLUDED WITH THIS FIELD ORDER.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
1	UNCLASSIFIED EXCAVATION: CIP	CY	50	
2	REMOVAL & DISPOSAL OF STRUCTURES & OBSTRUCTIONS: CIP	LS	1	
3	12" SUBGRADE PREPARATION: CIP	SY	150	
4	2" BASE COURSE: CIP	SY	150	
5	HMA SP/2" THICK: CIP	SY	150	
6	REMOVAL OF SURFACING: CIP	SY	150	
7	CONCRETE PAVEMENT 4": CIP	SY	10	
8	24" CURB AND GUTTER (ALL TYPES): CIP	LF	10	
9	2" DIA. SANITARY SEWER MANHOLE (6'-10" DEPTH): CIP	EA	1	
10	MANHOLE REHABILITATION: CIP	EA	1	
11	SANITARY SEWER LINE (SDR-35 4"): CIP	LF	150	
12	2" SANITARY SEWER CAP: CIP	EA	1	
13	CONNECT TO EXISTING SANITARY SEWER MANHOLE: CIP	EA	1	
14	BYPASS PUMPING: CIP	LS	1	
15	SANITARY SEWER TESTING: CIP	LS	1	
16	CONSTRUCTION STAKING & SURVEYING BY THE CONTRACTOR (incl. POST CONSTRUCTION SURVEY): CIP	LS	1	



LEGEND - UTILITIES			
— DWT —	EXISTING OVERHEAD TELEPHONE	— GAS —	EXISTING NATURAL GAS
— T —	EXISTING TELEPHONE LINE	— UNK —	EXISTING UNKNOWN UTILITY
— CTV —	EXISTING CABLE TV	— W —	EXISTING POTABLE WATER
— OH —	EXISTING OVERHEAD ELECTRIC	— S —	EXISTING SANITARY SEWER
— E —	EXISTING ELECTRIC	— SFM —	EXISTING FOREMANN
— T —	EXISTING TELEPHONE LINE	— 6" —	EXISTING 6" WATER
— 10" —	EXISTING 10" FIBER OPTIC	— 12" —	EXISTING 12" WATER
— W —	PROPOSED WATER SERVICE	— 14" —	PROPOSED 14" C-900 DR-18 WATER
— 6" —	PROPOSED 6" C-900 DR-18 WATER	— 14" —	EXISTING WATER APPURTENANCES
— 6" —	PROPOSED 6" C-900 DR-18 WATER	— 14" —	EXISTING GAS APPURTENANCES
— 6" —	EXISTING 6" FIBER OPTIC EQUIPMENT	— 14" —	EXISTING STORM MANHOLE/INLET
— 6" —	EXISTING 6" UTILITY POLE	— 14" —	EXISTING SEWER MANHOLE
— 6" —	EXISTING 6" SERVICE POLE	— 14" —	PROPOSED WATER VALVE
— 6" —	EXISTING 6" FIBER OPTIC EQUIPMENT	— 14" —	PROPOSED FIRE HYDRANT
— 6" —	EXISTING 6" COMMUNICATION EQUIP.		



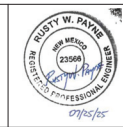
ALAMOGORDO GIS X-MH 1217 ASSESSMENT

REV. NO.	DATE	DESCRIPTION	APPROVED
1	08/11/2020	FIELD ORDER #3	RP
5	04/10/2020	FIELD ORDER #5	RP
8A	07/16/2020	FIELD ORDER #8A	RP
10	07/16/2020	FIELD ORDER #10	RP

New Mexico One Call, Inc. Call 2 days before you dig!
Dial 811 or 1-800-321-2537



Street Maintenance Program FY2021 Phase 1
OREGON AVE SEWERLINE PLAN & PROFILE
STA 1+00 TO STA 3+25
CITY OF ALAMOGORDO, NEW MEXICO, ENGINEERING DEPARTMENT



Public Works Bid No.: 2024-008	Sheet No.: U18.0
Drawn By: MM	Designed By: MM
Checked By: RP	Approved By: COA
Scale: HORIZ. BAR SCALE	Sheet 19 of 55
INCLUDE VERT SCALE ON P&P	PW2001

Date of Issuance:	August 19, 2025	Effective Date:	August 19, 2025
Owner:	City of Alamogordo	Owner's Contract No.:	UC2401 2024-008
Contractor:	La Luz Dirt & Paving, LLC	Contractor's Project No.:	PO# 22501473
Engineer:	Smith Engineering Company	Engineer's Project No.:	823102-03
Project:	Street Maintenance Program FY2021	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>Inclusive</u>	<u>U6.0</u>
	<u>Specification(s)</u>	<u>Drawing(s) / Detail(s)</u>

Description: This Field Order shifts the four-inch (4") water meter manhole to the south to avoid removal and reconstruction of the existing ADA ramp, steel pipe handrails, and removal/resetting of pedestrian crossing beacon in front of the Alamogordo Family Recreation Center. Additionally, the pair of four-inch (4") PVC pipe drains in the face of the existing curb will be intercepted and daylighted through the curb face north of the new meter manhole (roof drains based on upstream cleanouts).

As a result of the southward shift, the existing handrails, ramp, and crossing beacon may remain in place. The connection on the customer side (behind the new meter) shall jog over to connect behind the existing meter. This shift limits the amount of time impacting patron access from the north parking lot.

Attachments: **Photo depicting proposed location with roof drains.**

ISSUED:		RECEIVED:	
By:	<u></u>	By:	<u></u>
	Engineer (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>Project Engineer</u>	Title:	<u></u>
Date:	<u>August 19, 2025</u>	Date:	<u></u>
Copy to: <u>Owner</u>			



Family
Recreation
Center
1100

Alamosa

Date of Issuance: September 2, 2025	Effective Date: September 2, 2025
Owner: City of Alamogordo	Owner's Contract No.: UC2401 2024-008
Contractor: La Luz Dirt & Paving, LLC	Contractor's Project No.: PO# 22501473
Engineer: Smith Engineering Company	Engineer's Project No.: 823102-03
Project: Street Maintenance Program FY2021	Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	Field Order #10	Field Order #10 – U18.0 & U19.0
	Specification(s)	Drawing(s) / Detail(s)

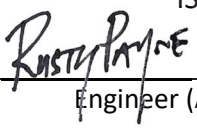
Description: **The City requests that the work under Field Order #10 (July 25, 2025) be modified as follows:**

All work associated with the existing manhole/sanitary sewer line at the existing driveway into the Alamogordo Family Recreation Center north parking lot shall be removed from the Scope of Work (Field Order #10-Sheet U19.0).

The existing manhole (EX-MH 1217) within 13th Street will not require rehabilitation (Sheet U18.0). The sanitary sewer line (8" PVC SDR-35) shall connect to the existing one-foot (1') stubout from the existing manhole and continue to the east into the existing park and be capped for future connection.

The cost and time associated with the above modifications shall be updated for incorporation into Change Order #02.

Attachments: **None**

ISSUED:		RECEIVED:	
By: 	By: _____		
Engineer (Authorized Signature)		Contractor (Authorized Signature)	
Title: Project Engineer	Title: _____		
Date: September 2, 2025	Date: _____		
Copy to: Owner			



La Luz Dirt & Paving, LLC

NM License # 392908

office@laluzdirt.com

(575) 437-1134 (office) (888) 622-0587 (fax)

166 US Hwy 82, Alamogordo, NM 88310

CONTACT FOR THIS PROJECT:

Change Order Req

DATE 9/11/2025

TO: City of Alamogordo

ATTN: Rusty Payne

PROJECT: Oregon Ave

SCOPE OF WORK:

FO#10 & 12 To establish new items to the contract. All items previously established in

Contract to be paid per unit be pricing.

GHU \$ 52,005.42

LLDP 15% Markup \$ 7,800.81

\$ 59,806.23

EXCLUSIONS: NMGR

Accepted: _____

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/04/2025

Report No: 6.

Submitted By: Rachel Hughs

Subject: Consider, and act upon, Resolution 2025-31 Authorizing the method of destruction of requested public records through the NextRequest portal to be by automatic deletion. *(Rachel Hughs, City Clerk)* **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the Resolution.

Background:

The City began using the public records request portal on September 15, 2025. The portal allows for automatic record deletion. The Municipal Records Retention Schedule's retention period for public records requests is one year after the file is closed. The destruction of obsolete records is necessary for efficient record maintenance.

RESOLUTION NO. 2025-31

**AUTHORIZING THE METHOD OF DESTRUCTION OF REQUESTED
PUBLIC RECORDS THROUGH THE NEXTREQUEST PORTAL TO
BE BY AUTOMATIC DELETION**

WHEREAS, NMSA 1978, § 14-2-7(A)(B), states each public body shall designate at least one custodian of public records who shall receive and respond to requests to inspect public records; and,

WHEREAS, the City of Alamogordo designated the City Clerk as the custodian of public records for the City to receive and respond to requests to inspect public records; and,

WHEREAS, the destruction of obsolete records is necessary for efficient record maintenance by the City of Alamogordo; and

WHEREAS, in the interest of sound records management principles, the City Clerk has established procedures for the retention and disposition of municipal records; and

WHEREAS, the City of Alamogordo adopted the New Mexico Municipal Records Retention Schedule on October 13, 2020; and

WHEREAS, the retention period for public records requests in the adopted retention schedule is one year after the file is closed.

NOW, THEREFORE, BE IT RESOLVED: that the City Clerk is hereby authorized to apply the retention period assigned by said records retention for requested public records, and the method for destruction through the city's portal will be designated as an automatic deletion one year after the file is closed.

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

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

Susan L. Payne, Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

Rachel Hughs, City Clerk

Darrell Mori, City Attorney

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/03/2025

Report No: 7.

Submitted By: Stephanie Hernandez

Subject: Provide guidance for allocating the remaining fund balance in LEDA Fund 105. *(Stephanie Hernandez, Acting City Manager)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: Remaining Balance \$1,969,847.

Outstanding Requests:

Extreme Amplitude: Requested Amount \$2,000,000, Recommendation \$460,000 based on Job Creation.
Sendero Apartments: Requested Amount \$2,000,000 Recommendation: *Suggest putting a time limit, if not broken ground by December 2026?*
Patriot Point Apartments: only possible if MRA is granted. Requested amount \$104,910
Recommendation: *Suggest putting a time limit, if not broken ground by December 2026?*

ARTICLE 2-14. ECONOMIC DEVELOPMENT¹

2-14-010. Introduction.

This report is the completion of a professional service agreement between the City of Alamogordo and Covell Consultants as provided by City of Alamogordo RFP #96-02, March 20, 1996. The purpose of this agreement is the development of an economic development strategic plan that meets the requirements of the New Mexico Local Economic Development Act and provides for a municipal ordinance which will provide the basis for approval of future economic development projects that would otherwise be unconstitutional under the Anti-donation Clause of the New Mexico State Constitution. To be deemed constitutional and eligible for public support, "to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other resources"² a proposed project must meet certain required criteria. An outline of tasks required is included in section 2-14-5. The constitutional amendment and qualifying Local Economic Development Act are included in appendix B, attached to Ord. No. 983.

(Ord. No. 983, 8-13-96)

2-14-020. Economy of the city.

The economy of Otero County and Alamogordo is extremely dependent on federal defense related employment. The most recent statistics (April 1996) indicate the following:

	April 1996	April 1995
<i>Total labor force</i>	21,376	19,962
Employed	19,885	18,779
Unemployed	1,491	1,183
Unemployment rate	7.0%	5.9%

Defense related employment

Holloman AFB	Civilian	1,630	Military	4,700
White Sands Missile Range	Civilian	3,640	Military	790

(Note: 12% of WSMR civilian work force resides in Alamogordo)

A review of these statistics shows the labor force is growing faster than the jobs available. Total employment is growing but unemployment is growing even faster. Of the total labor force, five thousand two hundred (5,200) or twenty-four and four-tenths (24.4) percent work for the federal government. In addition to the direct

¹Editor's note(s)—Ord. No. 983, adopted August 13, 1996, and the economic development strategic plan attached thereto have been included in the Code at the direction of the city. The introduction, chapters I—III and appendix A have been included as art. 2-14 at the discretion of the editor. Appendices B—D are not included herein but are on file and available for inspection in the office of the city clerk.

²Note(s)—The New Mexico Local Economic Development Act, Section 5-10-2 Laws of NM 1993 Chi. 297

government jobs there are large numbers of workers employed by government contractors such as Dyn Corp. and Lockheed-Martin. Along with the civilian employment the five thousand eight hundred (5,800) military have a major impact in the area buying cars, renting homes, etc. Without a definitive economic base study it is difficult to determine exactly the economic impact of the large amount of defense related activity. It is safe to say that it provides over fifty (50) percent of the area's economic base. Current defense budgets would seem stable enough to continue the present employment levels. However, it is a serious mistake to take government employment for granted and an unexpected change in the nation's priorities could spell disaster for the city. While there are some workers who commute to HAFB and WSMR from Las Cruces and El Paso, the number is relatively small. However, this factor would not change the city's dependence on the government.

The nongovernment related value added sector of the economy (i.e. manufacturing and tourism) is small. Manufacturing accounts for only about nine hundred (900) jobs and suffers from limited logging which hurts the wood products industry and the loss of Active Technologies which moved to another state. The tourist industry while not affected by the strategic plan is a factor in the local economy. As shown by the attendance figures reported below there has been little growth or uneven attendance at the areas major attractions.

Travel and Tourism Attendance:
(New Mexico Progress Economic Review)

	1995	1994	1993	1992	1991
Space Center	180,666	174,203	189,829	213,371	193,785
White Sands National Monument	604,810	583,100	611,300	570,400	588,500

In summary, the Alamogordo area economy is flat. It benefits immensely from federal spending and is almost totally dependent on it. The business/commercial/manufacturing/tourism portion of the economy is not growing. Job opportunities are limited.

Future developments:

The city expects the business community through the Otero County Economic Development Council, Inc. and the Alamogordo Chamber of Commerce to exercise leadership in any economic development program that will bring new jobs and investment to the region.

Cooperation with the plans and programs at Holloman AFB and WSMR is essential to the future of Alamogordo.

A well thought out targeted marketing program will be necessary if the community is to achieve its goals of more jobs and diversification.

Additional assistance from New Mexico State agencies such as the Economic Development Department and the Highway Department will be essential if Alamogordo is to achieve its goals.

Private Sector Employment

2nd Quarter 1995

Industry	Total Employment	Average Weekly Earnings
Agriculture—Forestry, Fish	138	\$256.00
Construction	1,070	338.00
Building	429	290.00
Heavy Building	107	545.00
Special trades	534	335.00

Manufacturing	956	476.00
Food	42	139.00
Lumber	198	318.00
Printing	67	315.00
Stone, clay, glass	41	327.00
Machinery	58	318.00
All others	549	607.00
Transportation, communication and utilities	872	427.00
Passenger	88	215.00
Motor freight	161	312.00
Service	30	226.00
Communications	82	442.00
Electric and gas	119	534.00
Wholesale trade	237	332.00
Wholesale—Durable	85	353.00
Wholesale—Nondurable	152	321.00
Retail trade	3,262	220.00
Building	109	261.00
General merchandise	349	228.00
Food	571	278.00
Auto and service	335	416.00
Apparel	56	147.00
Furniture	146	277.00
Eating and drinking	1,354	140.00
Miscellaneous retail	342	219.00
Finance, insurance, & RE	524	312.00
Banking	228	360.00
Credit agencies	15	598.00
Insurance carriers	38	316.00
Insurance agents	73	309.00
Real estate	154	222.00
Services	4,680	379.00
Personal	153	209.00
Business	549	464.00
Auto repair	134	244.00
Miscellaneous repair	17	232.00
Motion picture	28	131.00
Amusements	180	224.00
Health	914	398.00
Legal	43	307.00
Education	164	288.00
Social	221	248.00
Technical and business services	910	622.00
Private households	15	178.00
All others	1,352	267.00

2-14-030. Developing the plan.

The process used to develop this plan was one of consensus building with input from as many sectors of the community as possible. Citizens were invited to attend one or both of the public meetings held in conjunction with developing this plan. For a list of those invited and the letter of invitation, see appendix C attached to Ord. No. 983, which is not set out herein, but is on file and available for inspection in the office of the city clerk. In addition to the letters, announcements were made on the radio and in the newspaper (see appendix C of Ord. No. 983).

Interviews were also scheduled with eight selected community leaders to obtain their reaction to this proposed economic development strategic plan. In the course of the interviews participants were asked their opinion on using public funds to assist in economic development as allowed by the Local Economic Development Act. The respondents favored assistance to qualified prospects including the use of industrial revenue bonds and the extension of utilities. Reaction to the suggestion that the city might build and lease a building for a qualifying industry were more reserved ranging from one, "no" to a majority of answers that were, "yes, but each case requires a careful individual evaluation."

A list of those interviewed and in attendance at the community meeting and the consensus developed is reported as follows.

- (1) *Individual interviews—Summary of findings.* In the preparation of this strategic plan individual interviews were conducted with the following:

Donald E. Carroll, the Mayor of Alamogordo

Brig. Gen. Bruce Carlson, Commander of the 49th Fighter Wing, Holloman Air Force Base

Miles Ledgerwood, President of the Alamogordo Chamber of Commerce

Larry Shulse, President, Otero Co. Economic Development Corp.

Michael Dalby, Executive Director, Alamogordo Chamber of Commerce Executive Director, Otero County Economic Development Corp.

Dr. Jan Twomey, Asst. Provost, New Mexico State University - Alamogordo

Sharon Few, Alamogordo City Planner

Michael Shyne, President, Westsource Corp., member Otero County Economic Development Corp. Board of Directors

In summary, these eight interviews showed the following:

1. The economy of Alamogordo is in need of diversification. It is presently overly dependent on the federal payrolls of Holloman AFB and White Sands Missile Range. Job opportunities for those entering the labor market are quite limited.
2. The community has water problems both immediate and long term. The short term need is to expand the existing distribution system. In the long term additional sources of water is needed. A decision on repair of the pipeline to Bonita Lake is needed.
3. The community has not articulated its long term goals in a manner that will create strong community support. There is a great deal of complacency among the populace. A more positive community attitude is needed.
4. Alamogordo needs a first class industrial/business park if it plans to attract new employers.
5. Increased community pride would help. There should be additional beautification and clean up.

6. Local government has an important role in economic development and should provide leadership whenever it has the opportunity. Possible city initiatives include issuing industrial revenue bonds including tax abatement in the attraction of new jobs. The city should use the authority granted to it by the Local Economic Development Act to extend streets and utilities to qualifying new employers. Under some circumstances the city should consider financing a building for qualified employers.
 7. Education is important and should include support for the college and improvement in the public schools.
 8. As is always true of the state, the city suffers from the lack of any national recognition. Potential employers have never heard of the city. The physical location is somewhat isolated. Improvement of the highway's four-lane roads to El Paso and on U.S. 54/70 would help. To improve community recognition and economic development a marketing program is needed.
- (2) *First round observations, May 23, 1996.* Economic development can be defined in several ways. It includes but is not necessarily limited to:

Diversification	Better pay
Retaining current jobs	Can be service or manufacturing
Creates income	New money into community
New business	An expanded tax base
Expansion of existing business	Exports a product/service
Create jobs	

In summary, it should create additional jobs or retain existing jobs.

Alamogordo has:

Good climate/weather	Available workers
A low crime rate	Good schools
Available land/airspace	Access to certain types of technology
Good recreation	Appealing life styles

Alamogordo suffers from:

Lack of planning	Poor location
Infrastructure needs water and roads	Poor highways (U.S. 54) and railroads
Poor airport/air service	Lack of an industrial park
Lack of capital	Political infighting
Complacency	Underdeveloped work force
Lack of a good retail economy	Lack of jobs for young people
Retail and service leakage i.e. people buy out of town	

What we can do to improve Alamogordo:

"Take pride in our community"	Better water system
Improve Hwy. 70 to four lanes	Develop a first class industrial park
Build a highway by-pass	Aggressive pursuit of economic development

Possible immediate actions:

Inventory of existing buildings.

Begin an economic development sales program based on labor and land.

Ideally an industry that is favorable for Alamogordo should be:

Environmentally friendly	Low water user
Above average wage	Light transportation needs
Some type of assembly plant	Technology related (avionics?)
Possibly a military support industry	

Incentives. Alamogordo for the "right" project would:

- Vote industrial revenue bonds including property tax abatement.
- Give land in the industrial park, the cost reduced on sliding scale such as the greater the number of jobs the lower the price.
- Provide infrastructure—Road, utilities, etc.
- For a "really good company," the city would consider building a structure that could be leased to a user at a reasonable cost.
- Provide education/training through the public schools and the college.

Attendees, economic development planning meeting Alamogordo Civic Center, May 23, 1996:

Eddie Beagles	Don Carroll
Ron Couch	Michael Dalby
Dennis Ditmanson	Bob Flotte
Larry Furrow	Gus Gauthier
Frank Gentile	David Gottula
Timothy H. Brown, Sr.	Dwight Harp
John Henderson	Al Hernandez
Kent House	Jan Jeter
Cecil Jones	Carol M. Bragg
Flori McElderry	Tim Frost
Charles R. Reidlinger	Peter Schnider
Larry Schulse	Billy Sedillo
Jan Twomey	

(3) *Second round observations, June 13, 1996.*

Tactical goals (short range).

Water. Improve the distribution system

Industrial park. Don't bother to revitalize the old one. Build a new one.

Leadership. Alamogordo needs community promotion, capital attraction, community pride.

Community lacks commitment. An inventory of the community's assets would be helpful. Goals need to be defined. A timetable, planned program.

There should be an "action team" made up of stakeholders. These stakeholders need to sell the plan as well as buy into it themselves.

Strategic goals (long range). Increase the per capital income and thereby raise the standard of living. Bring new capital into the community. Community needs new business formation/diversification.

NMSU Alamogordo. To become a four-year school with specialties in selected areas i.e. only some four-year programs, not a general college curriculum.

Have a concentrated vocational training program.

Have a solar/astronomy four-year program.

There should be emphasis on regional college cooperation.

Transportation. Improve the transportation system in and through Alamogordo. Need to establish city-wide transportation system (bus).

Four-lane Highway 54 to the south.

Space Museum. Needs to increase its education component. Build nation-wide reputation.

There should be joint planning between the Space Museum, the university and the city.

Water. Need a ten-year minimum plan. Need to look at desalinization/water processing.

Federal Programs—HAFB/WSMR. Push to have commercial space launch tests here. Work closely with WSMR so that if new programs are created WSMR is used.

There are many special skills and trained people that leave the military—HAFB/WSMR. These, both retired and discharged, are underemployed. They have technical skills not used.

HAFB/WSMR/Ft. Bliss inter-connected. Transportation important. New Mexico lagging. Highway 54 needs improvement.

Attendees, economic development planning meeting Alamogordo Civic Center, June 13, 1996.

Eddie Beagles	Paul Burnett
Ronald C. Couch	Don Carroll
Warner Coleman, Jr.	Karen Couch
Michael Dalby	Bob Flotte
Gus Gauthier	Lee Gemoets
Frank Gentile	David Gottula
Flori McElderry	Maria Probasco
Larry Shulse	John Van Doren
Lance Grace	

(Ord. No. 983, 8-13-96)

2-14-040. Economic development strategic plan.

Note: The terms "city," "Alamogordo" and "City of Alamogordo" referred to in this economic development strategic plan refer to the city government of that legal entity called the City of Alamogordo.

- (a) *Economic development goals:* Having encouraged the support of the community and its leadership through public meetings and interviews, this economic development strategic plan declares the following to be desired goals:

-
- (1) To diversify the local economy by the creation of additional jobs in existing business and the development of new business.
 - (2) To support the development of industrial/business park(s) that will be attractive to new and expanding business.
 - (3) To, when feasible and within the provisions of the New Mexico Local Economic Development Act, use public funds to assist in the development of new jobs.
 - (4) To only assist businesses that meet all applicable environmental rules and regulations, both state and national.
 - (5) To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
 - (6) To support and encourage actions that will foster the utilization of Holloman AFB and White Sands Missile Range at their current levels of employment and when possible work for the creation of additional jobs.
 - (7) To help develop within the community's resources the best possible vocational and other skill training to prepare the local populace to enter the work force.
 - (8) To help develop the arts, cultural and entertainment industries within Alamogordo.
- (b) Types of businesses that meet the community's goals: Those that fit most or all of this criteria will be selected when considering giving assistance under the Local Economic Development Act. This list is not necessarily all inclusive, and should an industry fall outside this preferred list, individual consideration will be granted.

Alamogordo considers the following types of businesses to be those that are preferred or meet the community goals:

- (1) Industry that meets all environmental standards both state and federal.
 - (2) Industry that does not use large amount of water in its production processes. Exceptions may be made in instances where the water is mostly reprocessed rather than discharged.
 - (3) Industries that pay a wage that will help improve the local per capita income.
 - (4) Industries that can take advantage of the highly skilled personnel that are available as the result of discharge or retirement from area military installations.
 - (5) Qualifying office/service industries such as telemarketing or data processing that provide jobs attractive to high unemployment groups including second incomes for families.
 - (6) Industry that will help diversify the local labor market and lessen the reliance on federal government employment.
 - (7) Research and development, particularly those related to the aerospace industry.
 - (8) Light assembly or manufacturing industry that are labor intensive.
- (c) *Criteria for community assistance:* Community assistance will be considered for those industries that meet the criteria of a "qualifying entity" as defined in the Local Economic Development Act Law of 1993, Chapter 297, 5-10-3 as follows:
- (1) An industry for the manufacturing, processing, or assembling of agricultural or manufactured products;
 - (2) A commercial enterprise for storing, warehousing, distributing, or selling products of agriculture, mining or industry, but, other than as provided in paragraph (5), (6) or (9) of this subsection, not

-
- including any enterprise for sale of goods or commodities at retail or for distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- (3) A business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;
 - (4) An Indian nation, tribe or pueblo or a federally chartered tribal corporation;
 - (5) A telecommunications sales enterprise that makes the majority of its sales to persons outside New Mexico;
 - (6) A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets;
 - (7) A business that is the developer of a metropolitan redevelopment project;
 - (8) A cultural facility.

In deciding the eligibility for community assistance, the city commission may choose to work in conjunction with the county economic development council to be the city's agent in dealing with projects and formulating recommendations to the city commission.

- (1) *Information required.* For an applicant to be considered for assistance the following may include but is not limited to the following:
 - a. Company financial history.
 - b. The number of jobs to be created.
 - c. The types of business and jobs including a business plan.
 - d. Compatibility with Alamogordo's economic development goals.
 - e. Other resources available to the borrower.
 - f. Financial and marketing projections.
 - g. Other information deemed pertinent to the city.
 - (2) *Information verification.* The city will use due diligence to verify all facts about the business seeking assistance including but not limited to:
 - a. Requiring financial statements and appropriate tax records to be made available by the business.
 - b. Investigation to determine the validity of any claims to patent rights, trade secrets, etc.
 - c. Verification of financial data including requesting data from banks and other financial institutions that may have had previous dealings with the business seeking assistance or its principals.
 - d. Review of information pertaining to any other borrowing by the business or its principals that might affect the business's ability to repay debt or fulfill other obligations, if any, owed to the city.
 - e. Review of the business's plans and marketing plans proposed by the borrower including, if deemed necessary, outside professional review of technical data.
- (d) *Investment protection.* The city will provide adequate safeguards to insure that its rights and financial commitments are adequately protected and recoverable in the event of default. No investment will be made that is not in compliance with the Local Economic Development Act. Protection may include but is not limited to:

-
- (1) Security provided the city may be in the form of a lien, mortgage or other indenture and the pledge of the qualifying business's financial and material participation and personal cooperation to guarantee the borrower's performance pursuant to the project's goals.
 - (2) Any investment in streets, utilities or other public works will be made in accordance with city policy that provides security for any city investment made pursuant to the attraction of a business under the Local Economic Development Act.
 - (3) Provision for performance review will be established to insure that the business is operating in accordance with its agreements with the city. This may include milestones, measurable goals and time limits on project development and completion. Provisions for performance review may include penalties for unsatisfactory performance.
 - (4) The contribution made by each party and its participation in the project will be clearly stated in the agreements. Contributions made by the qualifying entity must be of value and may be money, in-kind services, jobs, expanded tax base, property or other thing or service of value to the local economy.
 - (5) There will be separate accounts for all financial dealings.
 - (6) An annual independent audit of the fund/account shall be required.
- (e) *Possible community assistance.* Community assistance under the Local Economic Development Act may include:
- (1) The sale or lease of city-owned land or other property in return for pledges to provide new jobs of a value commensurate with discount from market value granted in any land/property sale or lease. Terms of said sale/lease may provide penalties including return of the property for failure to meet goals for the creation of jobs.
 - (2) Alamogordo will consider building and leasing or selling a facility in return for new jobs. The terms of such a lease/sale shall be commensurate with the number of new jobs created. This reduced lease/sale shall have provisions for adjustment of the lease/sale price in the event the lessee/borrower fails to meet the previously established employment goals.
 - (3) The minimum benefit to the community to qualify for assistance is the creation of new jobs that pay an hourly rate at least equal to the federal minimum wage or other standards that may be adopted.
 - (4) The community will assist the new business in obtaining vocational/educational training from local sources whenever possible. The community will also assist in obtaining matching funds if available under the New Mexico In-Plant Training Program.
 - (5) When appropriate information is presented and an application is made the city will issue industrial revenue bonds to assist in the location or expansion of a qualifying business. These bonds may include tax abatement when deemed appropriate.
 - (6) Under circumstances where the benefit to the community is not clear, an economic impact analysis may be requested by the city.
 - (7) Assistance under this Act shall not exceed the expenditures of monies exceeding five (5) percent of the city's general fund budget in any one (1) year. Other assistance, such as the sale of already owned city land, will be considered on an individual basis.
- (f) *Community expectations and benefits.* The city expects the economic development strategic plan to help direct the community towards goals of greater economic diversification and increased per capita income as the result of more and better jobs.

-
- (g) *Project termination.* The city may by ordinance terminate this economic development strategic plan. It may also terminate projects developed under this plan provided the term of any existing contract must be satisfied. Any monies left in the account or funds for this project(s) shall be transferred to the general fund.

(Ord. No. 983, 8-13-96; Ord. No. 1548, § 1, 11-13-17; Ord. No. 1577, 10-9-18)

2-14-050. Outline of tasks.

- (a) Economic development plan/comprehensive plan.
- (1) Must be approved by ordinance after public hearing.
 - (2) Contents of plan.
 - a. What are the desired economic development goals? Priorities and strategies for accomplishing.
 - b. What types of qualifying businesses are preferred or fit goals?
 - c. What criteria will be used to determine eligibility for aid?
 - d. What type of information will be required to determine that applicant is financially solvent and its commitment to the community?
 - e. How will application information be verified?
 - f. How will investment be protected or recouped in the event the project is unsuccessful?
 - g. Are there other resources available to aid project?
 - h. What does the community have to offer? Land, buildings, infrastructure.
 - i. What is expected from the project? Jobs, tax base expansion.
 - j. How will public resources be safeguarded? Recovery of investment if project unsuccessful.
 - (3) The economic development department is available to provide technical support and guidance in the development of an economic development plan.
- (b) *Application.*
- (1) Each qualifying entity desiring local aid must submit a written application.
 - (2) Each local government develops its own, application and criteria.
 - (3) Contents of application (not an exhaustive list):
 - a. Identifying information—Name, address, type of business, principal owners, stockholders, etc.
 - b. How entity meets statutory definition of "qualifying business."
 - c. Type of aid requested.
 - d. Business plan specifically addressing how locality will benefit—jobs, tax base expansion, etc.
 - e. How entity will protect local investment.
- (c) *Project evaluation.*
- (1) Each individual project must be approved by ordinance after public hearings.
 - (2) Locality must insure that:
 - a. Application meets requirements of economic development plan.

-
- b. Applicant is financially and managerially stable.
 - c. Applicant has a commitment to the community.
 - d. A cost benefit analysis is done on the applicant's project.
 - e. Any other local requirements are met.
- (d) *Project participation agreement.*
- (1) Locality and qualifying entity must enter into project participation agreement.
 - (2) Agreement must contain:
 - a. Aid to be provided by the locality to the qualifying entity.
 - b. Contributions to be made by qualifying entity.
 - c. Protection of local investment—lien, mortgage, etc.
 - d. Schedule of project—Goals, time limits.
 - e. Provisions form performance review and penalties for unsatisfactory performance.
- (e) *Project monies.*
- (1) Must be kept in separate account.
 - (2) Annual independent audit of fund/account required.
- (f) *Project termination.*
- (1) Governing body may, by ordinance, terminate economic development plan and any or all projects.
 - (2) If project terminated, contract must be satisfied.
 - (3) Monies left in fund or account are transferred to general fund.
- (Ord. No. 983, 8-13-96; Ord. No. 1548, § 1, 11-13-17)



July 24, 2025

Honorable Susan L. Payne- Mayor City of Alamogordo New Mexico

Crystal Guthrie- District 1 Commissioner

Stephen Burnett- District 2 Commissioner

Warren Robinson- District 3 Commissioner

Josh Rardin- District 4 Commissioner

Sharon McDonald- Mayor Pro-Tem District 5 Commissioner

Mark Tapley- District 6 Commissioner

1376 East Ninth Street

Alamogordo, New Mexico 88310

Re: Patriot Pointe Apartments- Incentive Grant

Dear Mayor Payne and Commissioners,

I appreciate your interest and support of our proposed 114-unit apartment project to be constructed on 5.95 acres at 305 Moonglow, Alamogordo New Mexico. At this time I am requesting an incentive grant to assist in off-site cost for our project.

The estimated offsite cost are as follows:

- Perimeter sidewalks on Moonglow and 4th Street. The cost estimate below includes the Concrete Entrance Aprons (Driveways). The estimated total Cost is \$54,130.00.

Allen Concrete, LLC
3800 Hueco Club Rd.
El Paso, TX 79938
P: 915-921-0678
F: 915-856-8834

Rev.3
PROPOSAL

6/12/2025



To:	Project:
ECOM Construction and Development Services, LLC	Patriot Pointe Apartments
Attn: Eddie Valencia	305 Moonlight St, Alamogordo, NM 88310
Scope of Work:	

Provide all materials, labor and equipment necessary to complete Patriot Pointe Apartments per received plans and specifications. Work includes as referenced below.

Exclusions:

Any work not listed below: rip, top, rock, color polish/finish concrete, joint sealant, rebar/rod & midwall footings, chain link fence footings, stabilization, embedded drains, landscape rock, permits, engineering and/or surveying, testing, any fees, boards, utility work, utility concrete aprons, traffic control, erosion control, pollution control, dust control once we are away from jobsite, removal of trash and unforeseen underground items, spotting existing utilities, top soil, trench patch, if needed use call for price (min. 9 cy), patch work, dewatering, water to be provided by others, etc.

Reference	Price	
DEMOLITION:	\$	1,525.00
• Demo Curb & Gutter		
PUBLIC SIDEWALK/DRIVEWAY:	\$	54,130.00
• 5" 3000 psi Concrete Sidewalk w/o Reinforcement	Labor:	\$11,055.00
• 6" 4000 psi Concrete Drive Apron #4 @ 18" O.C.W.	Matl:	\$41,495.00

We request the City of Alamogordo to add the cost of the Water, Sewer Fees and additional manhole, per construction specs to the incentive grant.

I am providing an example of one I recently completed in El Paso for a Medical Clinic we are building.

Limited Scope Development Agreement for Sewer Tap.

Estimated Sewer Tap Cost is \$24,340.00 (Includes one manhole)

Water Service Agreement Fees: \$29,940.00

Total Estimated Cost for water and sewer service taps: \$48,280.00

Estimated Construction Staking and Survey \$2,500.00

Total Estimated Incentive Grant Request Amount: \$104,910.00

Thank you for your consideration.

Eduardo "Eddie" Valencia

Managing Member

Patriot Pointe Apartments, LLC





City of Alamo Gordo

OFFICE OF THE ACTING CITY MANAGER

1376 E. NINTH STREET • ALAMOGORDO, NEW MEXICO 88310-5838 • (575) 439-4245

TO: Echo Johnson, Xtreme Amplitude
FROM: Dr. Stephanie J. Hernandez, City Manager
DATE: September 26, 2025
SUBJECT: LEDA Application– Extreme Application

Ms. Johnson,

Thank you again for submitting your LEDA application and for the time you've invested in working with us through this process. I know this project is deeply important to you.

After a detailed review of the application, job creation projections, and our ordinance requirements under the Local Economic Development Act, I have been able to confirm that over a five-year period your project would qualify for an award of **\$460,512**, which I would more than likely recommend rounding up to **\$475,000**.

I realize this is significantly less than the \$2 million request, and I want to be transparent in explaining why:

- **Job creation is the primary measure of LEDA eligibility.** While your project includes many community benefits, youth development, wellness, tourism, and engagement with Holloman AFB families, only job creation is quantifiable under LEDA rules. Based on the positions outlined (part-time instructors, coordinators, event staff), the total number and wage structure simply did not justify a larger award.
- **Consistency with precedent.** Awards must be applied consistently across projects. Other applicants with larger dollar amounts of LEDA support have been tied directly to higher wage and/or full-time job creation.

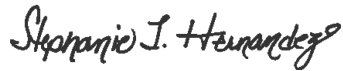
That said, \$475,000 is still a significant award and reflects the City's recognition of the value Xtreme Amplitude brings. Your programs have already demonstrated measurable social impact, particularly in youth mental health and family engagement, and this expansion will strengthen that. While LEDA funding is limited to job creation calculations, your project is well-positioned to leverage this award alongside other financing sources (grants, sponsorships, loans, and donations).

If you would like to move forward, I can place this item on the *October 14 Commission meeting agenda*. To do so, I would also need a copy of your last three tax documents and/or financial statements as required under the ordinance. Though this is my recommendation, it would ultimately be up to you to present and sell your project to the Commissioners. Unfortunately, Commissioner Burnett would have to recuse himself, so it will be up to you to build support from the remainder of the Commission.

I understand this outcome may feel disappointing, and I anticipate you may want to discuss further. I want to stress that this recommendation is not a reflection of the worth of your project, but rather the framework we are required to operate within. I remain committed to helping you find ways to bring this project to completion and would be glad to work with you on identifying complementary funding strategies.

Thank you again for your dedication to Alamogordo and for all you are doing to enrich the lives of our youth and families.

Respectfully,

A handwritten signature in black ink that reads "Stephanie J. Hernandez". The signature is written in a cursive, flowing style.

Stephanie J. Hernandez, Ph.D
Acting City Manager

LEDA Job-Creation Exhibit (2026–2030) — Multi-Assumption Model

Project: Xtreme Amplitude • 12 part-time positions

These tables are based on FTEs, and payroll using three weekly-hour assumptions (10, 12, and 16 hours/week applied uniformly across all 12 positions), plus the average of those three cases. Wages are per the application (\$13–\$15/hr). FTE basis is 2,080 hrs/yr. Opening scenarios follow the application timelines: Refurbish (begin June 2026) and New Build (begin January 2027).

Steady-State Annual Impact (once open)

Assumption	Annual FTE (12 roles)	Annual Payroll
10 hr/wk	3.00	\$85,280
12 hr/wk	3.60	\$102,336
16 hr/wk	4.80	\$136,448
Average of 10/12/16	3.80	\$108,021

Five-Year Job Creation Totals

Refurbish Scenario (open June 2026: counts 2026 half-year, then 2027–2030)

Assumption	FTE-Years (5-yr)	Payroll (5-yr)
10 hr/wk	13.50	\$383,760
12 hr/wk	16.20	\$460,512
16 hr/wk	21.60	\$614,016
Average of 10/12/16	17.10	\$486,096

New Build Scenario (open January 2027: counts 2027–2030)

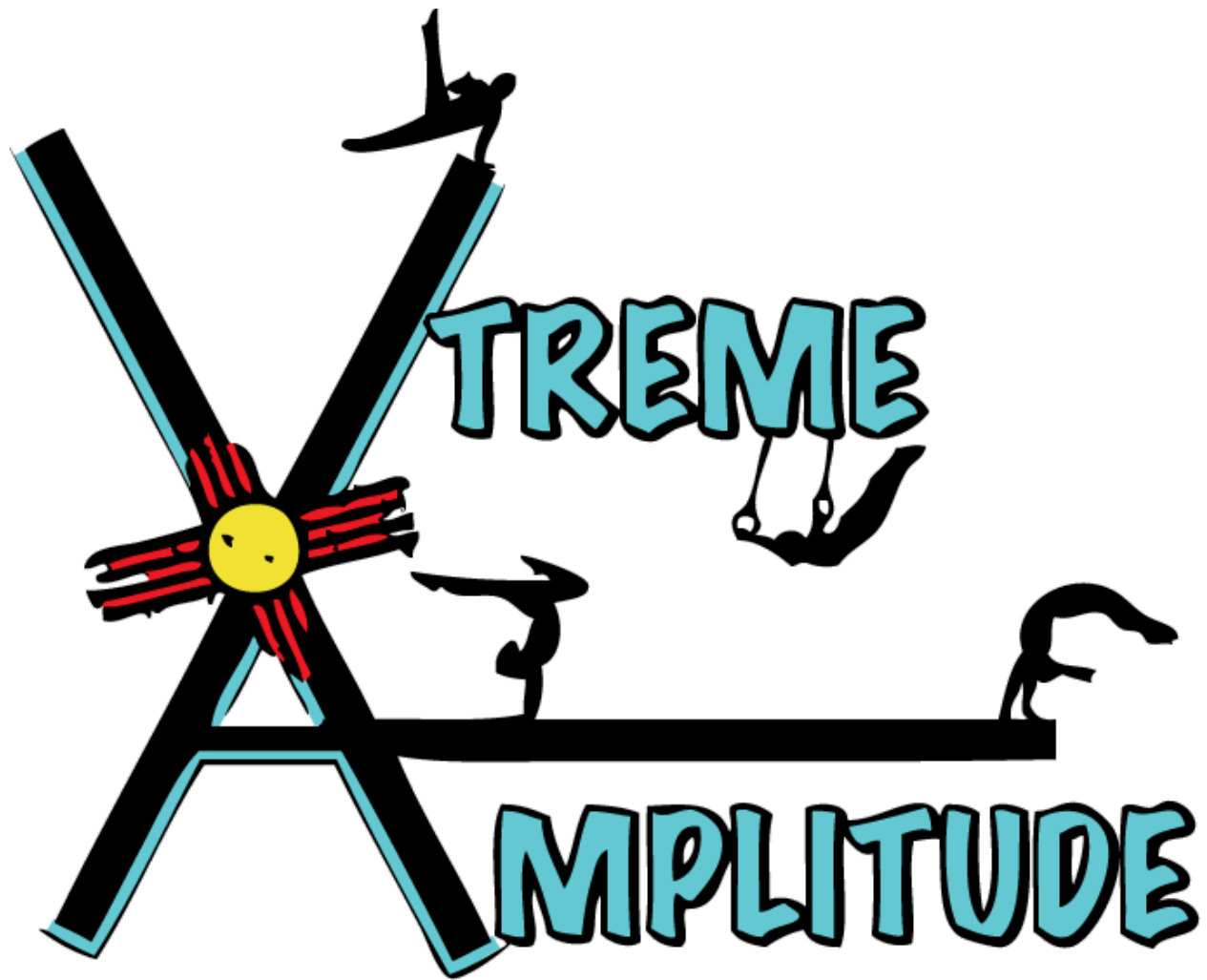
Assumption	FTE-Years (5-yr)	Payroll (5-yr)
10 hr/wk	12.00	\$341,120
12 hr/wk	14.40	\$409,344
16 hr/wk	19.20	\$545,792
Average of 10/12/16	15.20	\$432,085

LEDA Compliance Checklist

- ☒ 12 new part-time positions.
- ☒ Wages at \$13–\$15/hr ($\geq$ federal minimum).
- ☒ Hours/week are modeling assumptions for FTE/payroll conversion (no benefits modeled).
- ☒ Timelines align with application: Refurbish (Jun 2026), New Build (Jan 2027).

Prepared September 27, 2025 • SJH

Sum of Payroll (\$)		Column Labels				
Row Labels	2026	2027	2028	2029	2030	Grand Total
Cheer	4,056.00	8,112.00	8,112.00	8,112.00	8,112.00	36,504.00
Community Partner Coordinator	4,680.00	9,360.00	9,360.00	9,360.00	9,360.00	42,120.00
Dance	4,056.00	8,112.00	8,112.00	8,112.00	8,112.00	36,504.00
Daytime Kinder	4,056.00	8,112.00	8,112.00	8,112.00	8,112.00	36,504.00
Gymnastics	4,056.00	8,112.00	8,112.00	8,112.00	8,112.00	36,504.00
Ninja Director	4,680.00	9,360.00	9,360.00	9,360.00	9,360.00	42,120.00
Ninja Instructor	8,112.00	16,224.00	16,224.00	16,224.00	16,224.00	73,008.00
Special Events Staff	8,112.00	16,224.00	16,224.00	16,224.00	16,224.00	73,008.00
Yoga	4,680.00	9,360.00	9,360.00	9,360.00	9,360.00	42,120.00
Zumba	4,680.00	9,360.00	9,360.00	9,360.00	9,360.00	42,120.00
Grand Total	51,168.00	102,336.00	102,336.00	102,336.00	102,336.00	460,512.00



Our mission is to ignite the spark within every person who steps into Xtreme Amplitude, empowering them to soar to their greatest potential. With passionate coaching, a vibrant community, and an unwavering dedication to excellence, we inspire every athlete—regardless of age or skill—to embrace resilience, chase their dreams, and become the best version of themselves.

Check List:

I have read the information page, and my business qualifies as a: (check all that apply)

- Industry for manufacturing, processing or assembling of agricultural or manufactured products
- Commercial business for storing, warehousing, distributing, or selling productions of agriculture, mining or industry
- A business (including restaurants or lodging) in which all or part includes the supplying of services to the general public
- An Indian nation, tribe, Pueblo or tribal corporation
- Telecommunication sales making most of it sales outside New Mexico
- Farmer's market
- A developer of a metropolitan redevelopment project cultural facility
- Cultural facility
- None of the above apply. (You do not qualify for LEDA funding.)

Leader awards are for new or expanding operations.

New business X-Expanding operations

Have you applied for state LEDA? Yes. No.

If so, what is the status? Not applicable.

Who is your contact at the state? Not applicable.

May the city contact this individual? Not applicable.

Please provide the contact information. Not applicable.

Applicant Information

- a) Echo Johnson
P.O. Box 2637
Alamogordo NM 88311

echoxa13@gmail.com
970-381-5972 (personal cell-best way to reach me)
575-488-9267 Business phone number
- b) Xtreme Amplitude LLC
- c) 700 1st Street Suite 700
Alamogordo, NM 88310
- d) 575-488-9267
- e) info@xtremeamplitude.com
- f) EIN 82-5029283
- g) NM Tax ID: 5642680
- h) Current Business License #: 23930
- i) LLC

History and Background Information

- a) **Executive summary. Include the business description, how long it has existed, and how many employees it currently has.**

Xtreme Amplitude was founded in 2018, our facility has become a cornerstone of the community, demonstrating resilience by thriving through the challenges of the Covid-19 pandemic. We are dedicated to fostering physical and mental well-being, offering a diverse range of programs including recreational and competitive gymnastics, recreational and competitive cheer, tumbling, boys' fitness classes, dance, kinder classes, Open Gym for kids and adults, as well as specialized camps and clinics.

Our facility employs 27 part-time staff members and collaborates with local school district cheer teams to enhance their tumbling skills while also sponsoring other community teams. We provide a vital, healthy outlet for males of all ages and have made a significant social impact, notably preventing at least four youth suicides through our supportive environment. Over 1,000 people have participated in our programs since we have opened our doors, reflecting our broad reach and commitment to youth and community development.

By offering inclusive, high-quality programs, we continue to promote physical fitness, teamwork, and personal growth, solidifying our role as a trusted community partner committed to enriching lives.

b) If this is a new business please describe any experience with this type of industry.

Not applicable as Xtreme Amplitude is an existing business.

c) Have the owners filed for bankruptcy in the past ten years?

No bankruptcy has been filed.

d) Does the applicant have any loans in default? If so please describe.

No there are no loans in default

e) Does this company have an advisory or governing board?

No there is no governing or advisory board

f) If so please list current officers

Not applicable

Project Request Amount

a) Describe the proposed request and amount requested.

Xtreme Amplitude seeks \$2 million to acquire and renovate an existing building or to purchase land to construct a new facility to expand our gymnastics center. This investment will allow us to enhance current programs and introduce innovative offerings to better serve our community.

Key expansions include:

- A ninja course to engage diverse age groups, particularly teenage boys and young men.
- Daytime fitness classes tailored for all ages from walking to our retired community
- Enhanced partnerships with homeschool groups to provide specialized programs.

- Collaboration with therapy centers to offer unique, fun therapeutic activities.
- Physical education classes for small local schools and childcare facilities.

This expansion will strengthen our role as a community hub, fostering fitness, skill development, and inclusivity; while addressing critical limitations in our current facility, which lacks sufficient height and structural integrity, compromising the safety of our athletes. The new building will provide a safe, modern training environment, ensuring we can continue to promote physical fitness, mental well-being, and community engagement through innovative and inclusive programs.

b) Describe a timeline for completion of the project. Include target close date, construction begin and end dates, and new facility operational date:

Refurbish-84 Lumber Building

- Preparation and Planning Phase: by January 2026, we anticipate to have purchased a building to refurbish with build out designs completed.
- Construction commencement: anticipate starting construction January 2026.
- Construction completion by June 2026, we anticipate the completion of all construction activities.
- Operation launch: immediately following completion and approval construction in June 2026 Xtreme Amplitude to open its new doors to the public.

New Build

- Preparation and planning Phase: by January 2026, anticipate to have purchased a building to refurbish or land to build a new structure. In addition designs will be completed.
- Construction commencement: anticipate breaking ground January 2026.
- Construction completion by January 2027, we anticipate the completion of all construction activities.
- Operation launch: immediately following completion and approval construction in January 2027 Xtreme Amplitude Alamogordo open its new doors to the public.

This funding request will support the acquisition and refurbishment of an existing building or the construction of a new 20,000-square-foot facility, estimated at \$4 million based on an average cost of \$200 per square foot, as provided by White Sands Construction. This budget reflects the scope and scale of the facility, ensuring it meets the community's needs while adhering to high-quality construction standards. While the exact location and building selection are still under evaluation to ensure optimal community impact, this flexibility allows us to prioritize cost-effectiveness and alignment with project goals. A detailed timeline will be developed once the site is confirmed, ensuring efficient and strategic implementation.

c) Describe the payback period.

The 2 million investment for purchasing and refurbishing a new building for Xtreme Amplitude or building a new building is projected to have a payback period of approximately 7-10 years, beginning as soon as the funds are issued since Xtreme Amplitude is an established and profitable business. This estimate is based on anticipated revenue growth from expanded programs, including the addition of a ninja course, day time classes for all ages, increased enrollment, coupled with enhanced community partnerships.

d) Describe infrastructure needs and detailed scope for specific to the funding requested above include such items such as building the building renovations, permanent fixtures, etc.

Refurbish-84 Lumber Building

- Building renovations to include HVAC and fire suppression system installation
- Updating electrical and plumbing to current building code
- Build out of kinder, dance, and cheer rooms. As well as office area, coaches lounge, & parent viewing area
- Repair any roof leaks
- Ensure the building is safe, inviting, clean and adheres to all local ordinances.

Building a new building:

- Purchase Land
- Prepare land for building to include establishing appropriate utilities
- Build the building

Detailed Information

- a. Describe how this project is beneficial to the city of Alamogordo

•**Economic growth:** A larger facility will enable us to host sanctioned gymnastics competitions, significantly boosting local tourism. Currently, our Ruidoso mock meet attracts approximately 60 families. Hosting sanctioned events could at least double this to 120 families, with attendance growing annually as we enhance our hosting expertise. This influx will drive revenue for local hotels, restaurants, and retail, stimulating the regional economy.

Increased revenue will also positively impact the GRT of Otero County as well.

•**Employment opportunities:** The expansion will create diverse jobs, including coaches, fitness instructors, administrative staff, maintenance crew, and special events personnel, fostering local employment and supporting community growth.

•**Community engagement:** We aim to strengthen ties with community partners, including homeschool groups, Holloman Air Force Base, therapy centers, and local schools. The expansion will also enable us to host more community events, such as Parents' Night Out, birthday parties, and special events for partner organizations, fostering greater community engagement.

•**Youth development and mental health:** Xtreme Amplitude has assisted in the prevention of at least four youth suicides by fostering a sense of self-worth, community, and purpose. Expanding our facility will amplify our impact, especially on children, empowering them to recognize their value, unlock their potential, and become their best selves

•**Youth Development and Crime Prevention:** Xtreme Amplitude's programs offer structured, positive activities that reduce youth delinquency while promoting discipline, teamwork, and leadership. Our expansion will introduce and grow specialized classes for boys and young men, celebrating their unique strengths and providing a dynamic space to

channel their energy and “train the beast.” These initiatives will empower Alamogordo’s youth to develop essential life skills, contributing to a safer, stronger community.

•**Public Health and Wellness:** Xtreme Amplitude’s expansion will address Alamogordo’s public health challenges, including obesity and mental health, by offering accessible, inclusive fitness and therapeutic programs for all ages. These initiatives will promote physical and mental well-being, strengthening our community’s overall health.

•**Long-Term Community Hub:** For seven years, Xtreme Amplitude has been a cornerstone of Alamogordo, offering programs for all ages, from walkers to adults, allowing individuals to grow with us throughout their lives. Our expanded facility will serve as a lasting community hub, hosting events like Parents’ Night Out, as well as workshops, camps, and mentorship programs, strengthening social bonds and fostering lifelong community unity.

•**Inclusivity and Accessibility:** Xtreme Amplitude’s expansion will ensure programs are accessible to underserved populations, including low-income families and children with disabilities, through scholarships and subsidized classes. This commitment to inclusivity will foster equitable opportunities, strengthening Alamogordo’s community.

- b. Provide a market analysis summarizing the competition and effect on existing industry commerce before and after completion

•While the afterschool activities market is rather broad in Alamogordo, Xtreme Amplitude is the only facility in Otero county that offers gymnastics. Because of this, we have been deeply fortunate as a small business to be able to focus on delivering maximum value to our local population over the past several years and intend on magnifying this effect on the community into the future. A larger facility will exponentially increase our ability to offer more class slots to more kids and families as we grow. We have also been able to integrate with families of various circumstances as their children age. We may offer our Toddler Time class to a young and new parent and then see them years later as a 9 or 10 year old who wants to take gymnastics.

•One of the greatest joys we witness is a child's journey from their first steps in our Kinder Kaleidoscope program, through the skill-building Recreational Gymnastics Program or Xtreme Spirit Recreational Cheer Program, to the thrilling moment they join the Competitive gymnastics program and shine as a member of the Xtreme Team or join the Xtreme Valkyries Competitive Cheer Team. This progression nurtures not only their athletic abilities but also their confidence, dedication, and passion for gymnastics or cheer, creating memories and achievements that last a lifetime.

c. Operational plan

- Xtreme Amplitude proudly offers eight dynamic programs—Competitive Gymnastics, Recreational Gymnastics, Competitive Cheer, Recreational Cheer, Kinder Kaleidoscope, Wild Boyz, Tumbling, and Dance—delivering over 45 weekly classes to more than 250 children in our community. Our diverse offerings cater to youth of all ages and skill levels, fostering physical fitness, teamwork, and confidence through expert instruction and a supportive environment. With a commitment to empowering young athletes, we provide accessible, high-quality training that promotes lifelong skills and community engagement.

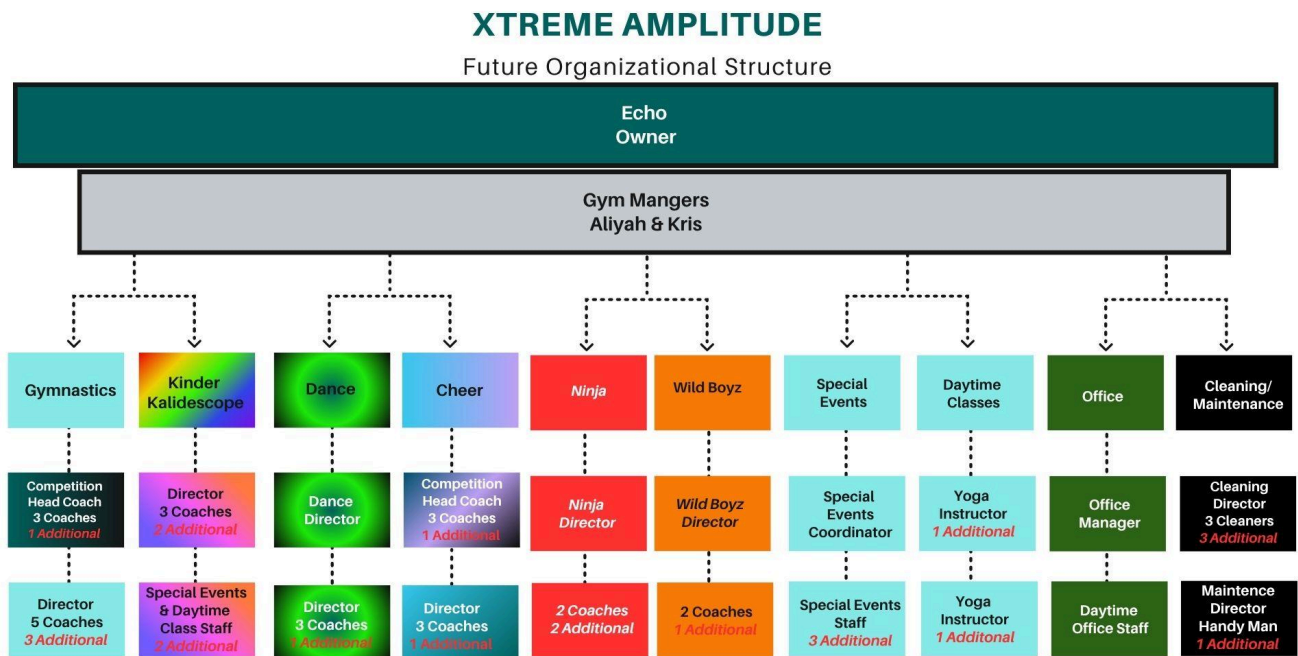
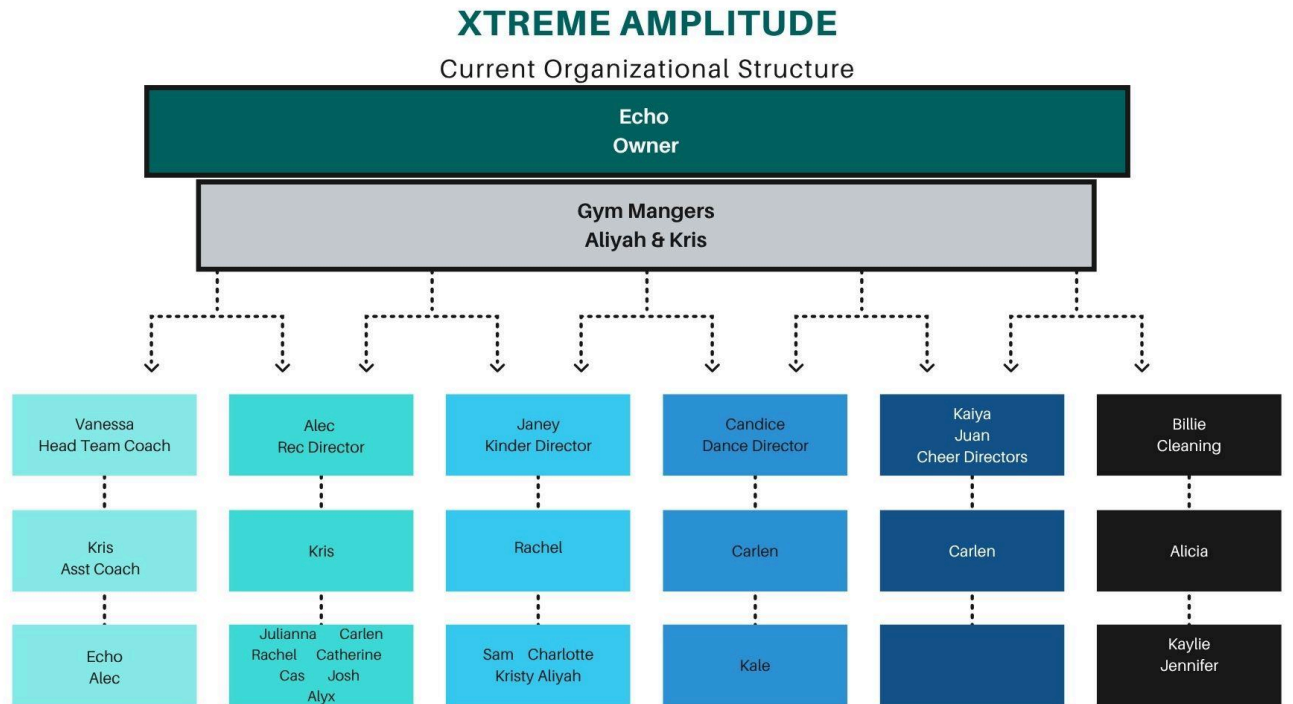
- We aim to nearly double our enrollment within one year at our current location, adding 200 students to reach a total of 450. This breaks down to a target of 50 new students per quarter, approximately 12–13 students monthly or 3–4 weekly, demonstrating our capacity to repay LEDA funds through increased revenue. We plan to achieve this by expanding class offerings across our eight programs and introducing special events, such as Parents Night Out and Camps, as well as participating in community events such as the Back to School Bash, Zoo Boo and the like as well as parades. These events will attract new families and enhance community engagement, further solidifying our role as a vital local resource.

- Building on our goal to nearly double enrollment, a larger facility will significantly enhance Xtreme Amplitude’s capacity to reach more people, impact more lives, and expand our offerings. With additional space, we can increase our weekly classes serving a broader segment of our community. This expansion will enable us to host larger special events, such as competitions, Parents Night Out and community workshops, fostering greater family engagement and promoting physical fitness and confidence among youth. By amplifying our reach and programming, the new facility will strengthen our economic impact, ensuring robust revenue growth to repay LEDA funds while creating a lasting positive influence on our community.

d. Marketing strategy

- To drive this growth, Xtreme Amplitude will enhance its marketing by building on current word-of-mouth and social media efforts. A refurbished or new facility will spark community interest, amplified through an expanded social media presence with targeted paid ads and a revamped website showcasing new classes and events like Parents Night Out. A monthly newsletter will engage current and prospective families, while strategic partnerships with local therapy centers, homeschool groups, and Holloman Air Force Base will foster mutual promotion and broaden our reach. These efforts will ensure we meet our enrollment goals, strengthen community ties, and sustain economic viability to repay LEDA funds.

e. Organizational chart, current and proposed-



Company Financial Information

The city of Alamogordo ***must*** prove financial solvency. The applicant must provide or make available the following.

- a) Three years of tax documents, audited financial statements, if requested to have them audited, or other means of verifying solvency.

- Debt Management:** Xtreme Amplitude currently has no debt, loans, or financial liabilities.

- Revenue Streams:** Xtreme Amplitude generates income through a variety of classes, open gym sessions, and birthday parties. We intend to further this with the expand of our programs.

- b) Cash flow, income and expense projections for the duration of the “payback” period.

- This expansion will enable us to offer additional classes, increasing our impact by accommodating potentially 80 students per hour during evening sessions, totaling 240 students daily. Daytime enrollment will vary based on class schedules, with flexible offerings to meet community demand.

- c) Provide a schedule of funding commitments. Upon request, the applicant will make available term and commitment letters.

- Xtreme Amplitude will leverage grant funding as the cornerstone of our expansion to enhance community impact. Any supplemental expenses will be covered through external funding sources, such as private donations, local sponsorships, or loans, ensuring the project’s completion while maintaining our strong financial position.

- d) How will this award be secured? Please provide collateral/security to be pledged. The company may have to purchase a financial guarantee bond

- Xtreme Amplitude LLC is committed to the success of our proposed expansion in Alamogordo, NM, and ensures the responsible use of grant funds. We are prepared to discuss collateral options or provide appropriate guarantees, demonstrating our dedication to financial accountability and the project’s impactful execution.

Payback and Job Creation

a) Outline the number and types of jobs to be created, including titles and wage rate.

- Ninja Instructors
 - Director-\$15/ hour
 - Instructor-\$13/hour
 - Instructor-\$13/hour
- Special Events Staff
 - Staff Member-\$13/hour
 - Staff Member-\$13/hour
- Day time instructors
 - Yoga instructor-\$15/hour
 - Zumba Instructor-\$15/hour
- Day Time Kinder Instructors
 - Instructor- \$13/hour
- Community Partner Coordinator-\$15/hour
- Gymnastics Instructors-\$13/hour
- Cheer Instructor-\$13/hour
- Dance Instructor-\$13/hour

b) Include any benefits?

- No employees are full time and thus there are no traditional benefits
- Tuition is free for the employees children
- There are Christmas bonuses and staff appreciation gifts that happen throughout the year

c) Payback should be in the form of job creation. However, a project could qualify if it can prove other benefits to the city of Alamogordo. The applicant must quantify and describe such benefits.

a. To help develop the best possible vocational and skill training within the communities resources to prepare the local populist to enter the workforce

- Xtreme Amplitude serves as a transformative platform for employees to build essential skills and pursue their aspirations. Through working with youth, fellow employees, and the community; employees develop perseverance, discipline, and adaptability, fostering the confidence and courage needed to achieve their goals. Our program provides a structured yet flexible environment, offering robust support for personal and professional growth while encouraging creativity and innovation.

b. Increase the tax base

- The expansion of Xtreme Amplitude will significantly boost Alamogordo's tax base by enabling a robust calendar of special events, including competitions and specialized gatherings like ninja camps. These events will draw families from beyond Alamogordo, driving increased spending at local businesses, hotels, and restaurants. By fostering tourism and economic activity, Xtreme Amplitude's growth will generate substantial tax revenue, invigorating the local economy while empowering employees and youth through transformative programs.

c. Increase in GRT

- Xtreme Amplitude LLC's proposed expansion will significantly enhance Otero County's Gross Receipts Tax (GRT) revenue by expanding our offerings, including new gymnastics, tumbling, cheer, dance, & ninja classes. In 2024, our gross revenue of \$289,336 generated \$24,412.70. By 2027, with the new facility, we project annual revenue of \$600,000, increasing our GRT contribution to \$50,625—a \$26,212.30 annual boost for Otero County's economy..

d. Provide a gap or service that is not available in Alamogordo

- In Alamogordo, Xtreme Amplitude provides affordable, high-energy athletic programs for children, from pre-walkers to teens, filling a gap in after-school activities for 31,384 residents, including over 1,000 military dependents and 60% economically disadvantaged students. Our specialized training builds confidence and skills in a safe environment, particularly for underserved and military families.

- As a community hub, Xtreme Amplitude offers skill-focused athletic programs, open gym sessions, and events like birthday parties, fostering resilience, self-esteem, and connection among families, including those from Holloman Air Force Base, while addressing post-COVID wellness needs.

- Our unique programs in gymnastics, tumbling, cheer, boys' fitness, and kinder classes emphasize strength, body control, confidence, and teamwork, with tailored classes for young walkers and advanced pathways for competitive teens, distinguishing us from competitors lacking specialized facilities or coaching.

e. Under circumstances, for the benefit to the community is not clear and economic impact analysis may be requested by the city

Review & City Management Recommendation

The project will be evaluated on factors that include, but not limited to financial stability, commitment to the community cost benefit analysis and local needs. Upon completion of the application city staff will make recommendations to the city commission the applicant will be required to present before commissioning.

An ordinance will need to be approved by the city commission. This will occur at the same time as the item above.

A project participation agreement will be required upon approval.

Contact

Any questions please email shernandez@ci.alamogordo.nm.us or call 575-439-4203

If you would like to submit a proposal, you may email as shernandez@ci.alamogordo.nm.us

Or send to:

City Managers Office
1376 E. 9th St.
Alamogordo, NM 88310



LEDA: Sendero Multifamily Workforce Housing Project

Project Overview

Our company is developing the first new multifamily housing project in Alamogordo in three decades. The concept allows for at least 66 buildings, each containing either 2 or 4 dwellings, but all with 8 total bedrooms and bathrooms. This model provides housing for approximately 528 residents. Units will be rented by the bedroom to make housing more affordable, with a primary focus on single Airmen stationed at Holloman AFB.

Current Status

- Civil engineering plans are nearly complete.
- Construction is scheduled to begin after closing our New Mexico Finance Authority (NMFA) Workforce Housing loan in mid-October.
- Existing site trenches were installed years ago; no new construction has started.

Funding Background

- Our company was awarded the first NMFA Workforce Housing Fund loan, established by the state last year.
- Gross Receipts Tax (GRT) reduces available project funding by \$1.2M, limiting the amount of housing we can provide.

Request for Support

We respectfully request **\$2,000,000** from Alamogordo's LEDA fund to assist with the development of this multifamily housing community.

Community Benefits

- The project directly supports Holloman AFB Airmen, providing affordable housing for hundreds of service members.
- These residents will spend an estimated \$8M+ annually in local earnings, benefiting the local economy.
- The site is within walking distance to the Family Fun Center, aligning with the age and lifestyle of future tenants.
- Supports Alamogordo's workforce housing goals and expands housing stock in a region facing shortages.

Team Contacts

- Chris Walton, Lead Attorney – available to assist with legal documentation.
- Breck Kean, Lead Developer – available to support development coordination.

We are excited to bring this project forward and to collaborate with Alamogordo and Otero County leadership on securing LEDA funds and exploring MRA designation opportunities.



From: [Brenner Campbell](#)
To: [Stephanie J. Hernandez, Ph.D](#)
Cc: [Chris Walton](#); [Breck Kean](#)
Subject: LEDA Funds Request
Date: Wednesday, September 10, 2025 8:48:54 AM
Attachments: [image001.png](#)

Mrs. Hernandez, thank you for your time this morning and explaining what options are available to assist with the introduction of new multifamily to Alamogordo/Otero County.

As you are aware, my company has been awarded the first New Mexico Finance Authority loan under the Workforce Housing fund that the state established last year. Even though that state fund is providing a sizeable loan, the GRT takes away \$1.2M which reduces the amount of housing we are able to provide.

To assist with the funding of this project we would like to request ~\$2,000,000 from Alamogordo's LEDA fund to use for the new multifamily community we are building. Our new multifamily housing project will focus on housing hundreds of single Airmen from Holloman AFB. These hundreds of Airmen would now be living in Alamogordo where they will be spending their combined \$8+Million dollars in earnings. Moreover, our residents will be within walking distance to the Family Fun Center which is ideal for the age group of folks living in this new multifamily community.

I have Chris Walton, my lead attorney, on this email as well as Breck Kean, my lead developer. They are ready to assist with getting this LEDA request consummated and can help in whatever way you and your team needs.

Thanks again for your time and I am so excited to be bringing the first new multifamily project to Alamogordo in three decades!

Blessings,

bc

Brenner Campbell

Military Housing Authority

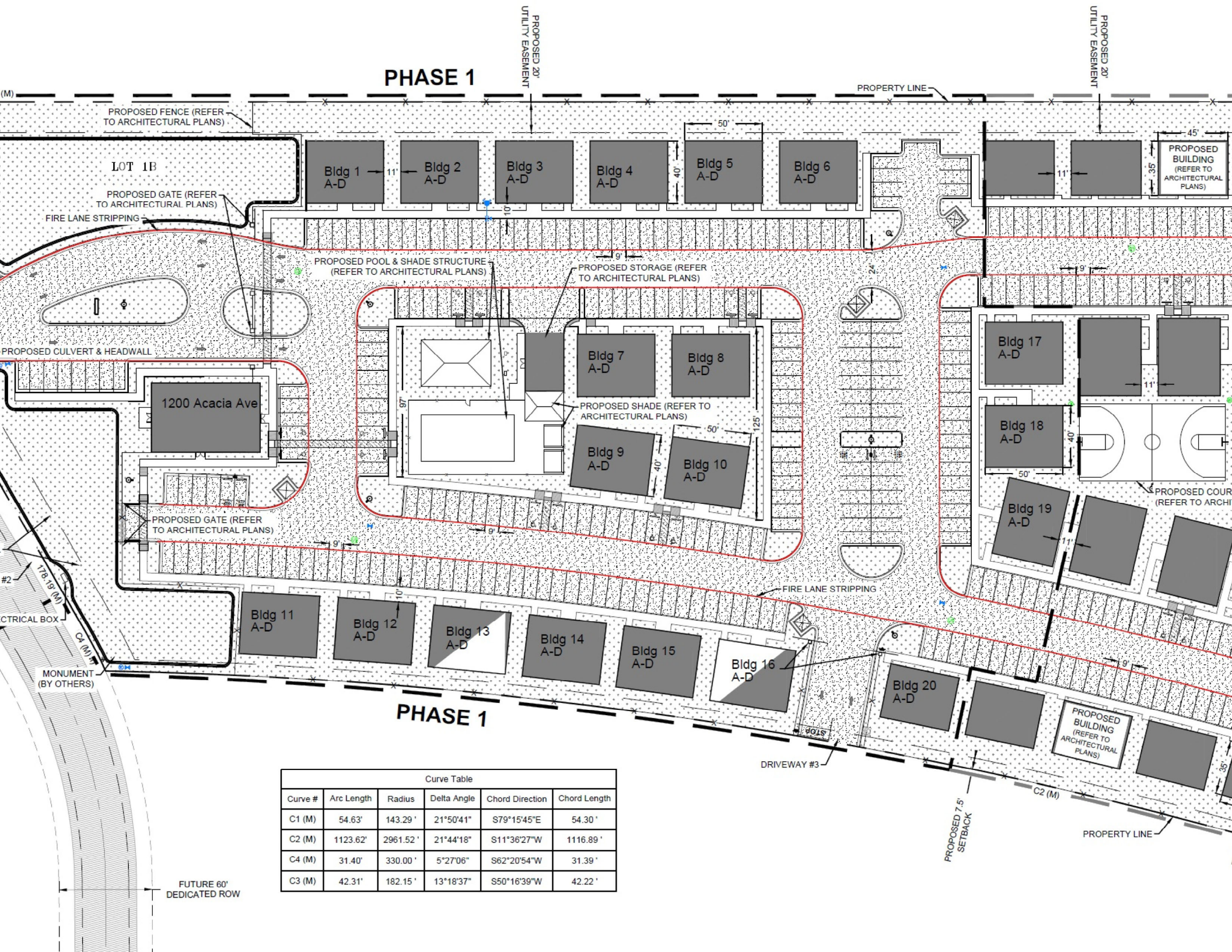
President & Founder

254-744-7555



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the BITS helpdesk for analysis.



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date:

Report No: 8.

Submitted By: Stephanie Hernandez

Subject: Consider, and act upon, the first publication of Ordinance 1718, creating the Gross Receipts Investment Program. (*Stephanie Hernandez, Acting City Manager*) **(Roll Call Vote Required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background:

ORDINANCE NO. 1718**AN ORDINANCE OF THE CITY OF ALAMOGORDO ESTABLISHING THE GROSS RECEIPTS INVESTMENT PROJECT (GRIP) PROGRAM; PROVIDING FOR THE USE OF MUNICIPAL GROSS RECEIPTS TAX REVENUE TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS; DEFINING TERMS; ESTABLISHING ELIGIBILITY REQUIREMENTS; SETTING FORTH APPLICATION PROCEDURES; PROVIDING FOR AGREEMENTS, REPAYMENT, AND ENFORCEMENT; AND OTHER PURPOSES RELATED THERETO.**

WHEREAS, the City of Alamogordo previously established a Gross Receipts Investment Project (GRIP) Program to encourage economic development, stimulate construction activity, and expand the City's gross receipts tax base; and

WHEREAS, the GRIP Program was sunset in 2020 due to declining revenues and fiscal uncertainty arising from the COVID-19 pandemic, which required the City to focus on maintaining essential services and preserving financial stability; and

WHEREAS, the City of Alamogordo has experienced a gradual recovery in economic activity and now seeks to re-establish a prudent and fiscally responsible version of the GRIP Program to serve as a targeted incentive for new development, commercial expansion, and community reinvestment; and

WHEREAS, the City Commission recognizes that supporting strategic growth through the encouragement of new construction, rehabilitation, and expansion of commercial and industrial facilities will enhance the local tax base, promote job creation, and improve the overall economic vitality of the community; and

WHEREAS, it is the intent of the City Commission to provide a transparent, equitable, and limited financial incentive program that balances economic growth with sound fiscal management and the responsible use of public funds;

BE IT THEREFORE ORDAINED by the City Commission of the City of

Alamogordo, New Mexico approve the following:

2-15-010 Title

This section shall be known and may be cited as the Gross Receipts Incentive Program (GRIP) Ordinance of the City of Alamogordo, New Mexico, pursuant to the authority granted to a home rule municipality by Article X, Section 6 of the New Mexico Constitution and the Municipal Charter Act, NMSA 1978, §§ 3 -15-1 to 3-15 -16 (1971, as amended).

2-15-020 Purpose

There is hereby established a Gross Receipts Investment Program within the City of Alamogordo intended to attract new businesses, including retail, or commercial activities or to encourage the expansion of an existing business, including retail, or commercial activity whose gross receipts are subject to the imposition of gross receipts tax, thereby creating new job opportunities for the citizens of the City of Alamogordo while promoting the economic growth and welfare of the City of Alamogordo, and to improve the City through new construction or the rehabilitation of existing commercial or industrial property, thereby encouraging the revitalization of the City while enhancing the area by increasing land values and providing an overall aesthetic improvement. To accomplish this purpose, the City, by written agreement, may reimburse certain gross receipts taxes directly attributable to construction activities associated with the construction or expansion of a business or commercial activity and the purchase of tangible personal property that will become an ingredient or component part of such a construction project, where the reimbursement thereof is instrumental in bringing the business or commercial activity to the City or retaining its presence within the City.

2-15-030 Definitions

As used in the Gross Receipts Investment Program:

"Applicant" means a landowner or developer, as hereinafter defined, who has filed an application for reimbursement pursuant to the GRIP.

"Building" means any structure on a lot, having a roof supported by columns or walls and designed and/or intended for the shelter, housing or enclosure of an Eligible Entity.

"Business Owner" means a sole proprietor, corporation, partnership, limited liability company, or some other legal entity that owns or owns and manages either a place of business or other establishment that is engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are all or partially subject to gross receipts tax, or a commercial activity whose services are all or partially subject to gross receipts tax, and who has a proprietary interest in land.

"Contractor" means any person who accepts orders or contracts from the owner of property or the property owner's duly authorized agent to assume authority or control, or to supervise, manage, or direct the work of others, or who is delegated authority by the owner to do so, whether at a fixed price or on a cost-plus basis, for doing any work.

"Developer" means any landowner, agent of such landowner, business owner, or tenant with the permission of such landowner, who makes or causes to be made a Development.

"Development" means any of the following activities on real property located within the corporate boundaries of the City: (1) the new construction of a facility for use by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services

are partially subject to gross receipts tax; or (2) the substantial expansion of an existing facility being used by an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are partially subject to gross receipts tax, or a commercial activity whose services are partially subject to gross receipts tax. For purposes of this program, it shall not be necessary to meet any specified level or percentage of receipts that are subject to gross receipts tax. An establishment, place of business or a commercial activity need only show that a portion of its receipts are subject to gross receipts tax.

"Eligible Entity" means an establishment or place of business primarily engaged in selling goods directly to the consumer, where such goods are generally available for immediate purchase and removal from the premises by the purchaser, and whose receipts are subject to gross receipts tax, or a commercial activity whose services are subject to gross receipts tax. An entity is not required to meet any specified percentage of taxable receipts in order to be considered an eligible entity. Instead, the entity only needs to show that a portion of its receipts are subject to gross receipts tax.

"Eligible Project" means a Development that meets the requirements of section 2-15-040.

"Facility: means a building or structure that allows or makes possible a person to engage in some type of business or commercial activity.

"Landowner" means the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land.

"Local Employment" means those laborers or skilled craftsmen who are residents of the County of Otero, New Mexico.

Local Option Gross Receipts Tax" means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts and required to be collected by the department at the same time and in the same manner as the gross receipts tax.

"Local subcontractors" means only those located or having a principal office in Otero County.

"Local vendors and suppliers" means only those vendors or suppliers who are located or have a principal office in Otero County.

"Structure" means anything constructed or erected on the ground or attached to the ground.

2-15-040 Eligibility

In order for a Development to qualify for reimbursement under the GRIP, it must:

1. Demonstrate that the Development involves the building of a structure, or the expansion, or rehabilitation of an existing structure, for use by an eligible entity with a value in excess of \$50,000;
 2. The Contractor must have, or establish, and maintain a physical presence in the City sufficient to subject the Development to Local Option Gross Receipts Tax;
 3. The Contractor must give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency.
- For purposes of determining eligibility, the value of the Project shall be equal to the valuation assigned to a project by the Construction Industries Division of the New Mexico

Regulation and Licensing Department pursuant to 14.5.5.10 NMAC for purposes of establishing a building permit fee.

4. Submit the application prior to either breaking ground, or the beginning of a remodel of the eligible project.

2-15-050 Application Procedure

1. All GRIP reimbursement requests shall be made in writing on a form prescribed by the city. The applicant must show that the reimbursement is a deciding factor and the decision to establish or expand the eligible entity in the city.
2. All applications in which the anticipated reimbursement is anticipated to be in excess of ten thousand dollars (\$10,000) shall be submitted and approved prior to commencement of the project.
3. No applications for reimbursement shall be accepted for projects on which the reimbursement is less than ten thousand dollars (\$10,000) more than one year after the commencement of the project.
4. Prior to entering into a GRIP agreement, the City Commission self shall receive and consider a recommendation from the city manager or designee, said recommendation being based on the factors listed in Section 2-15-60.
5. If the grip application is approved, the Commission shall by resolution
 - a. Approve the agreement with the developer providing for the group reimbursement payment.

- b. Separately account for these funds within the city accounting in which the allocated gross receipts tax revenue from the development shall be available for reimbursement to the applicant.

2-15-060 Criteria

The following non-exclusive factors may be considered in determining whether to enter into a reimbursement agreement with an Applicant, and if so, the percentage of value to be abated:

1. The extent to which local labor, local subcontractors, and local vendors and suppliers will be used in the project.
2. The amount of local gross receipts tax to be generated by the project.
3. The amount the property tax base valuation that will be increased as a result of the project.
4. The potential economic impact the project will provide to the local community.

In addition to the factors listed herein, the City Commission may evaluate GRIP applications based on their consistency with the City's adopted economic development priorities, comprehensive plan, or strategic initiatives

2-15-070 Grip Agreement

Upon a finding that the Development qualifies as a Eligible Project under the GRIP and is in the public interest, the City and the Applicant shall enter into an agreement wherein the City will pay to the Applicant up to one hundred percent (100%) of the City's share of total gross receipts taxes directly attributable to the Eligible Project, less any amount dedicated to other special purposes, received by the City during the term of the agreement. The Grip Agreement shall include at least the following terms.

1. The applicant must report and pay gross receipt tax on all receipts associated with the development that are subject to gross receipts tax.
2. The applicant shall agree that it's only recourse for payment of the grip reimbursement payment are those invoices submitted by the applicant which prove gross receipts taxes have been paid to the State of new Mexico for payment to the City of Alamogordo and that the city has no other liability of whatever kind, whether in law or equity to the applicant.
3. A provision requiring the applicant on at least a quarterly basis and at the applicants cost. To allow the full examination by City or its designated representative of all documents necessary for City to assure the best efforts have been used by applicant to utilize local labor, subcontractors, vendors and suppliers the City will also require. Of such contracts contain provisions binding the engineering construction firm to utilizing as general contractors on the project to the terms of the GRIP agreement.
4. The applicant shall agree. To an acceptable means by which the City can administer compliance with this Agreement, including any necessary audits of the applicants, books, account and final transactions associated with the development.

2-15-080 Budget Allocation

1. The Gross Receipts Investment Project (GRIP) Program shall operate within the annual budget appropriated by the City Commission. Funding for GRIP projects is limited to the amount specifically allocated during the City's annual budget process. Once such allocation has been fully committed or expended, no additional funds shall be disbursed or encumbered for the remainder of that fiscal year.

2. No single project shall be awarded, reimbursed, or otherwise receive funding in excess of Twenty Thousand Dollars (\$20,000.00) under the GRIP Program in any fiscal year. This limitation shall apply per project, regardless of subsequent amendments or extensions to the agreement.
3. The adoption of this ordinance and the establishment of the GRIP Program shall not be construed to create a continuing or future financial obligation upon the City beyond the amount appropriated by the City Commission in its approved budget. Once the annual allocation is exhausted, there shall be no expectation, entitlement, or guarantee of additional funding.
4. The City Commission retains full discretion to review, vet, and approve GRIP applications based upon priorities established by policy, economic need, and community benefit. Approval of a GRIP project shall be contingent upon the availability of funds, demonstrated compliance with program criteria, and alignment with the City's strategic development objectives.

Participation in the GRIP Program does not create a vested right or entitlement to funding in subsequent fiscal years, and participation shall not be construed as a guarantee of reimbursement beyond the approved allocation.

2-15-090 Payment

OHH invoices associated with the project shall be submitted to the City Finance department, who will evaluate the invoices and create a calculation form to be delivered to the applicant for review.

Funds determined to be due to the applicant shall be paid as follows;

1. For projects in which the expected reimbursement is anticipated to be in excess of \$10,000 following approval of the group agreement. Applicant shall submit invoices paid in full on a monthly or quarterly basis along with any invoice from Applicant. The City shall have 30 days to present a calculation to Applicant for review following approval of the calculations by both parties. The. She shall have 30 days to pay each submission.
2. For projects in which the expected reimbursement is anticipated to be less than 10K, the applicant may either submit on a monthly or quarterly basis as above or submit all invoices at completion of the project.

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

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Susan L. Payne, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Darrell Mori, City Attorney

10/3/2025

City of Alamogordo				
GRIP Program				
PROJECT NAME	Estimated Project Cost	Potential Tax Rebate	Actual Tax Rebate Paid	Payment Date
Suburban Extended Stay (White Sands Construction)	\$ 2,485,000	\$ 42,866.25	\$ 25,543.78	1/30/2013
Alamogordo Physical Therapy (Jack Wayte Construction)	\$ 2,434,587	\$ 41,996.63	\$ 32,475.12	4/25/2012
National Construction Renovation (National Construction)	\$ 433,614	\$ 7,479.84	\$ 7,788.38	6/20/2012
Albertson's Market (Curt Faus Corporation)	\$ 6,750,000	\$ 116,437.50	\$ 78,708.67	1/29/2016
Carl's Junior (White Sands Construction)	\$ 500,000	\$ 8,625.00	\$ 11,639.74	6/20/2014
Buffalo Wild Wings (White Sands Construction)	\$ 1,500,000	\$ 25,875.00	\$ 19,290.45	6/20/2014
HJBM, LLC Renovation (National Construction)	\$ 245,410	\$ 4,233.32	\$ 3,928.62	3/4/2016
Subway Renovation (National Construction)	\$ 211,434	\$ 3,647.24	\$ 1,829.00	4/13/2018
Hobby Lobby (National Construction)	\$ 3,900,000	\$ 67,275.00	\$ 12,243.93	?
Home2Suites	\$ 7,300,000	\$ 125,925.00	\$ 22,361.60	3/22/2022
Melrose Fashion	\$ 500,000	\$ 8,625.00	\$ 8,111.11	6/29/2018
		\$ -		
TOTAL	\$ 27,540,045	\$ 475,065.78	\$ 223,920.40	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 10/14/2025

Report Date: 10/07/2025

Report No: 9.

Submitted By: Beau Dylan Aleshire

Subject: Appointments to Boards and Committees. (*Susan L. Payne, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends one appointment to the Parks and Recreation Board.

Background:

Alamogordo Public Library Board

- One current vacancy for an applicant who lives within City limits, and two current vacancies for County-appointed representatives.

Airport Zoning Board

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

Parks and Recreation Board

- One current vacancy for an applicant who lives within City limits. An application by Jan Brending was received. If appointed, this would be their first term.

Senior Volunteer Programs Advisory Council

- Three current vacancies for applicants who live within City limits.



Application To Serve On A City Board/Committee

Name: Jan Brending
Phone: 503-806-0709
Email Address: jbrending@gmail.com
Physical Address: 3407 Dahlia St., Alamogordo, NM 88310
Is the above address within City limits? Yes ☒ No ☐
Mailing Address: 3407 Dahlia St., Alamogordo, NM 88310
Present Employer: Retired (Local Government) Job Title:

Board/Committee you wish to serve on:

First choice: Parks and Recreation Board

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

Yes ☐ No ☒ If so, what is their relation to you?

Are you related to any Elected Official of the City of Alamogordo?

Yes ☐ No ☒ If so, what is their relation to you?

Experience and education relating to the Board/Committee:

City Administrator/Clerk Treasurer, City of Bingen 1999-2017

Clerk/Treasurer, City of White Salmon 2017-2022

Treasurer, Alamogordo Desert Dinkers (pickleball)

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

I would like to serve on the Parks & Recreation Board. I feels Parks and Recreation are
an important component to the city. I want to see all types of parks and recreation
for the city -- not just pickleball.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575) 439-4100
FAX: (575) 439-4396
EMAIL: daleshire@ci.alamogordo.nm.us