



# Alamogordo City Commission

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## NOTICE OF MEETING

### Regular Meeting Agenda

June 9, 2026 - 6:30 PM  
Donald E. Carroll City Commission Chambers  
City Hall, 1376 E. Ninth Street

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

Stephanie Hernandez ..... Acting City Manager  
Vacant ..... City Attorney  
Rachel Hughs ..... City Clerk

**MISSION STATEMENT** as Adopted by the City Commission on March 24, 1995.  
*The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.*

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

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

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

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#### CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

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#### INVOCATION & PLEDGE OF ALLEGIANCE

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#### APPROVAL OF AGENDA

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#### 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.

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**CITY MANAGER'S REPORT**

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**REMARKS AND INQUIRIES BY THE CITY COMMISSION**

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

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

1. Approve the minutes for the Regular Commission Meeting on May 26, 2026. (*Rachel Hughs, City Clerk*)
2. Consider, and act upon, Ordinance 1724 for adoption and final publication, an Ordinance repealing Chapter 22, Subdivision Requirements, of the Code of Ordinances of the City of Alamogordo, New Mexico, and adopting updated Subdivision Regulations in Chapter 20, Land Development Code. (*Shelley Dowhanik-Baron, Community Development Director, Liz Treat, Planner Bohannan Huston, and*) **(Roll Call Vote Required)**

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**ITEMS REMOVED FROM CONSENT AGENDA**

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**PUBLIC HEARINGS**

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3. Consider, and act upon, approval of Loan Grant Agreement, and adoption and final publication of Ordinance No. 1725 authorizing the execution and delivery of a loan and subsidy agreement in the total amount of \$3,083,455.00 by and between the City of Alamogordo and the New Mexico Finance Authority. (*Evelyn Huff, Finance Director*) **(Roll Call Vote Required)**

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**NEW BUSINESS**

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4. Discussion and clarification on natatorium financing. (*Mark Valenzuela, Managing Principal, Bosque Advisors, and Chris Muirhead, Shareholder Modrall Sperling*)
5. Consider, and act upon, appointing a member of the Alamogordo City Commission, and appointing a member of the public who is a resident of Alamogordo, to the Transportation Master Plan Steering Committee. (*Shelley Dowhanik-Baron, Community Development Director*)
6. Consider, and act upon, Resolution 2026-19, authorizing a conditional commitment of up to \$200,000 in opioid settlement funds for the Alamo City Dream Center project and authorizing the city to serve as fiscal agent. (*Sharon McDonald, Mayor, and Anthony Torres, Pastor Mountain View Church*) **(Roll Call Vote Required)**
7. Appointments to Boards and Committees. (*Sharon McDonald, Mayor*)

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**EXECUTIVE SESSION** (Roll Call Vote Required)

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

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**RECONVENE INTO OPEN SESSION**

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9. Motion to Reconvene into Open Session and read the statements related to the Executive Closed Session. **(Roll Call Vote Required)**
10. Action, if any, related to the Executive Closed Session. **(Roll Call Vote Required)**

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**ADJOURNMENT**

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# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/04/2026

**Report No:** 1.

**Submitted By:** Rachel Hughs

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**Subject:** Approve the minutes for the Regular Commission Meeting on May 26, 2026. *(Rachel Hughs, City Clerk)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Approve the minutes.

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**Background:**

This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO**  
**CITY COMMISSION REGULAR MEETING MINUTES**  
**6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS**  
**May 26, 2026**

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

**AL HERNANDEZ, COMMISSIONER**  
**MARK TAPLEY, COMMISSIONER**  
**STEPHANIE HERNANDEZ, ACTING**  
**CITY MANAGER**  
**DARRELL MORI, CITY ATTORNEY**  
**RACHEL HUGHS, CITY CLERK**

**CALL TO ORDER & ROLL CALL**

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

**INVOCATION & PLEDGE OF ALLEGIANCE**

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The Invocation was given by Pastor Lance Garrison from the Worship Center, and the Pledge of Allegiance was led by Commissioner Hernandez.

**APPROVAL OF AGENDA**

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Mayor McDonald said they were moving Item 11 to be placed after Item 15 to make a motion to Reconvene into Open Session.

**Commissioner Rardin moved to Approve as amended.**  
**Commissioner Hernandez seconded the motion.**  
**Motion Passed with a vote of 7-0-0.**

**PRESENTATIONS**

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

Mr. Dave Dooling gave a presentation to review the mercury leak in the Dunn Solar Telescope at Sunspot Solar Observatory, including its magnitude and the potential for preserving Sunspot as a historical site and repurposing it as a world-class education and dark skies recreation facility that will benefit Alamogordo, as well as Otero County and the State.

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

Public Works Director Vargas gave his presentation on the current status of the Public Works Division, Facility Maintenance, Fleet Maintenance, Street Maintenance, and Drainage Maintenance.

Mayor McDonald asked about crosswalks fading. Public Works Director Vargas said they started using marking tape. Paint stripping only lasts a year or two. Marking tape is designed to last a lot longer. She asked about potholes coming up when it rains. He said when you start seeing that, it means the road is pretty close to needing replacement.

Mayor Pro-Tem Rardin asked how many staff members they had. Public Works Director Vargas said they are currently at seven. When fully staffed, with the manager, we have thirteen.

Commissioner Hernandez asked if, when a contractor works on Walker, they have to pull a permit to cut the road? Public Works Director Vargas said the same applies to a contractor that goes from the city. Commissioner Hernandez asked what the time frame was to do a patch. Public Works Director Vargas said realistically, 72 hours, but we patch the ones that have been there longer. Commissioner Hernandez reminded him about the weeds on Walker.

Mayor Pro-tem Rardin asked how many patches they were behind. Public Works Director Vargas said around 150; it was around 400 last year.

Mayor McDonald asked whether the goats would be out there. Public Works Director Vargas said they are hoping for it in the fall.

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

Markus Bartlett, an AFSCME representative, gave an overview of AFSCME. He spoke on the proposed outsourcing of Desert Lakes Golf Course Maintenance, including impacts on City employees, taxpayer costs, public accountability, service quality, and alternatives to preserve maintenance work in-house. He spoke about the taxpayer cost, the cost study, and the risks. He said the Union recommends keeping Desert Lakes maintenance in-house. To proceed, if at all, with an operator-only or split-responsibility model. Require a true public-versus-private cost comparison before any maintenance outsourcing. Desert Lakes belongs to Alamogordo. Its maintenance should remain accountable to Alamogordo. Do not outsource the maintenance workforce. Until the city proves, with a complete cost study, that doing so is better for taxpayers and for the long-term interests of Alamogordo, none of that proof exists. Until an analysis is done, the city cannot honestly claim that outsourcing maintenance saves money. Count everything, measure everything, and protect the public before signing the contract, including protecting the workforce. The affected maintenance employees are not abstract budget; they're real people, real families, and they are trained city employees who know this course. The city needs stable jobs, not fewer. He said the Union is not only here to object, but also to offer some alternatives. The first alternative is really the cleanest, returning to the original operator-only model. If the city believes it needs outside expertise, or you know places like the pro shop in the restaurant marketing and customer experience, then pursue that model, but keep maintenance in-house. That approach is consistent with the city's original RFP. The second alternative is a split. The operator handles the pro shop, the restaurant, the golf programming, marketing, and customer service, while the city maintenance employees remain city employees. The city creates written coordination protocols between the operator and the city maintenance. The third alternative is a labor management maintenance improvement plan. Giving in-house crews measurable goals for the equipment and materials they need, and a structured review. The fourth alternative is a phased pilot plan. Let the city take outside operations without outsourcing maintenance. After a year, compare actual debt, which includes revenues, rounds played, customer satisfaction, turf recovery, maintenance costs, complaints, capital progress, and then make a decision based on the evidence. Mr. Bartlett concluded by saying that the Union's core recommendation is to keep the maintenance in-house. Do a real cost comparison study, and don't treat contract hiring as worker protection. The city has options and can protect the course and the workforce. He stated that, on behalf of the union and the affected workers, he is asking this Commission to direct staff to keep golf course maintenance in-house and, if at all, to proceed with an operator-only or split responsibility model. Desert Lakes Golf Course belongs to the city.

Commissioner Burnett asked whether the same process was followed then as well, when the city decided to get rid of the Weeds and Drainage department. Mr. Barlett stated he was not sure; he was not working for Council 18 at the time. Commissioner Burnett asked Acting City Manager Hernandez if this was the process. She said yes. We gained more time than needed, but yes, we decided in February. Michelle notified the union; she gave them their proper notice. What is different is that the decision on Weeds and Drainage was made at the manager level, whereas this was done at the Commission level. But, more or less, the same process was followed, yes. Commissioner Burnett asked how many employees were there at that time. Public Works Director Vargas said there were four positions. Commissioner Burnett asked what happened to those employees. Acting City Manager Hernandez answered that

she believed they sought other employment, and one went to Parks, but I don't remember what happened with the other three. Commissioner Burnett asked if they were all union members. She said yes. Commissioner Burnett stated that when this original discussion about the maintenance aspect came up, he had conversations with Acting City Manager Hernandez prior to the RFP, and that he was unaware this was the process or that they had to go to the Union. He said he thought there was a failure on that end. We were told that, through her research, no one wanted the maintenance. After listening to the three contractors who were here, it came to light that all three were interested. Acting City Manager Hernandez said she had spoken to a couple of people, and the ones she talked to included the Inn of the Mountain Gods.

Commissioner Tapley stated that we asked in the November 5th Commission meeting if we could see both models to give us a comparison. We are not here trying to remove people, but if you have good data, you can make an informed decision. What has happened with this ineffective government slow-walking, is that now we are at the end of the contract, and we have to make a split decision. Mr. Barlett stated that he thought it would only be prudent for you guys to do a complete cost comparison before you decide. Commissioner Tapley stated he wished the Union would stop saying that they were trying to make the golf course a private golf course, because we are not. Mr. Barlett said that is what it is doing. Commissioner Tapley said it's been doing the same thing it has been doing for the last 30 years. I have played at that golf course for 30 years, and I have watched it go from a fight between maintenance and the staff inside the golf shop. It's been that way for 30 years, and in your deal where it says they are going to work together, it's not going to happen. Mr. Barlett stated that if you're putting those kinds of things out there, then we're setting that expectation, but your management team has all the opportunity to bring a cohesive structure to that golf course. The workers are there to follow the direction of management, so if that's not happening, it's not the workers' fault; it is a managerial fault, about which all of you can do something. I don't think the answer is that it has been like this for the last 30 years, is to just throw away the maintenance and to put it into private hands. That takes a lot of power away from you all as well.

Acting City Manager Hernandez said she wanted to clarify something. The original intent of the Commission was to go out for the RFP for the golf pro shop and the restaurant. Nowhere in the original motion from the original Commission, which included Nick Paul, was it going out for the golf maintenance. Commissioner Burnett and I had a conversation in January or December before the original RFP went out. As one commissioner, he could not dictate where they went. I did not make my decision to put the RFP out based solely on the fact that I spoke to the Inn of the Mountain Gods and another one that they didn't want it. I made my decision based on other factors, including the stuff we still have to do and the compliance issues. It had nothing to do with the fact that nobody wanted maintenance and everything to do with the continued maintenance that still needed to happen, including the lining or relighting of the ponds. Commissioner Burnett stated that what was conveyed to me was that no one wanted the maintenance. He said that in talking to the three bidders, they all wanted the maintenance. She said she was not misleading him.

Commissioner Rardin asked when the current contract expires and when it would go to negotiation. Acting City Manager Hernandez said it has already expired. We still have to open for negotiations; they all expired at the same time in June of last year. Commissioner Rardin asked what they would do if it were an expired contract. Commissioner Burnett said it says in there that we just abide by the existing contract. Acting City Manager Hernandez said that until new negotiations are made. They did not have a representative inside the city until recently. I know that we haven't had an opportunity to open negotiations. Commissioner Burnett asked how long a typical negotiation takes. Acting City Manager Hernandez said it depends. Tonight, you have the APSOA one, which took about a year. We are still with Fire, and that one had different issues because of the split. So, it depends on what's asked for, what is given, and just typical negotiations.

Commissioner Pattillo asked if they were not under contract with the Union at the moment. City Attorney Mori said they were under contract. When collective bargaining agreements end, there is usually a provision that they will continue until a new one is entered into. So, there are many provisions in the original that we are still bound by, even though the contract has expired, which are continuing provisions. Commissioner Pattillo asked why there was a difference in the Public Works Drainage process versus this one. Acting City Manager Hernandez said she guessed that is the union representation. We followed the same process and didn't receive any feedback from the Union

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

Senior Project Manager Justen Boyle and Project Manager Joseph Samora presented the department's mission, design projects, construction projects, and shovel-ready projects.

Commissioner Hernandez asked if the natatorium was 90 percent drawings. Senior Project Manager Boyle said yes. Commissioner Hernandez asked for the expected bid date. He answered that if we get the 100% drawings, which should be around two to three weeks, it depends on when the funding is in place and when OpenGov is ready to go for bidding. Our goal was to start projects sometime in June. Commissioner Hernandez said what I am asking is the design. The bid documents, all of that part of it, and that has nothing to do with the funding in place. Acting City Manager Hernandez said no, it does not. The documents for the bank have already been signed, and we are still waiting for the documents; this is independent of the funding. Commissioner Hernandez said that was my question, because originally we were told this was going to be released on a certain date, which we've already passed, and we're going to pass, and that if we held up funding, it would put us way off. Commissioner Hernandez said originally we were told this was going to be released on a certain date, which we've already passed, or are going to pass. If we held up funding, it would put us way off.

Commissioner Rardin asked why we decided to add to the existing building at Fire Station 2, rather than demolish it and build a new structure. Senior Project Manager Boyle said because this was part of a grant money that we had been sitting on for quite a while. Then we had asked for an extension, which ends in June of this year. This was the best solution because there were a lot of unknowns about how old it was. We rushed through it because it was going to expire. Commissioner Tapley asked if this could really be done in June. Senior Project Manager Boyle said they are scheduled to be done in June.

Commissioner Burnett asked when they originally planned to complete the La Luz Reservoir. Senior Project Manager Boyle said they wanted it completed in July. I am pretty sure it will be sometime in August or September, but until we have the design for the tower, it is unknown at this time. Commissioner Burnett asked how far along they were on the design. Senior Project Manager Boyle said this week or the next.

Mayor McDonald asked when the Senior Center parking lot would be completed. Senior Project Manager Boyle said we are waiting for the fence to come in, and once it is put up, then landscaping will be done in a day. Commissioner Rardin asked if there was anything else that could have been used for besides this parking lot. Senior Project Manager Boyle said this grant was specifically for this parking lot.

Commissioner Hernandez asked what the date of the lights at the Fairgrounds intersection was. Senior Project Manager Boyle said the arm bars would not be here until 7<sup>th</sup>, and then the installation.

Mayor McDonald asked whether the Cope building would be completed in time for June. Project manager Samora said yes.

#### **PUBLIC COMMENT**

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1. Tamera Hansen said they had a vacancy in the Union, so she stepped in to assume that position to get it organized. She asked the Commission to consider the taxpayers' already sizable investment in the infrastructure and the training to specialize the workers to handle the new equipment and the infrastructure. She said the city's greatest asset is its workforce. We are one team committed to serving this community. She hoped we could continue that relationship for many years, providing good service to you and our families. We don't necessarily disagree with outsourcing operations, but we do understand the importance of what we do for our community, just as you do for our community. Our jobs matter; they matter to our families, to our community, and to economic stability. When you think about outsourcing, think about what is best for the taxpayer. We want a sustainable community that continues to draw and grow for the future, and we won't get that if we keep closing off career paths to younger people who might one day replace us in serving our community.

2. Ryan Sawers said there is a pragmatic approach to our local environment and a thoughtful climate approach to urban canopy planning. I recognize our high-desert realities here: water scarcity, maintenance costs, and staffing constraints. However, I believe there is a middle path we can appreciate as essential public infrastructure. Three New Mexico cities are partnering with desert communities to implement the Right Tree, Right Place initiatives. These programs are about long-term resilience strategic shade. He encouraged the Commission to consider exploring low-cost, high-impact pilot programs. If we focus on long-term care and water efficiency, we can improve Alamogordo's livability for the public and future generations without compromising our current municipal resources. We want to put this on your radar to take a visible path of collaboration with local partners, schools, and state initiatives.

3. Alicia Kumke said she came across a property that has conditions where animals should not be living. I sent you photos. When I spoke with animal control, the police department, and the city attorney. I was informed that we have no ordinances that prevent you from keeping animals in this condition. Animal Control cannot remove animals from that environment. She asked the commission to consider adding an ordinance that would give the authority to remove the animals in these situations.

4. Steven Bunt said he has been a financial advisor for 16 years. There seems to be an awful lot of misdirection regarding the notion that this will become a private course. That just goes to show how little they know about the golf course industry. A private course means they have to be a member of the course to play there. I have seen flyers up about keeping this a public course and not privatizing it; it's ridiculous and completely misleading. The gentleman working maintenance, I feel there might be some misdirection headed your way, as far as if it turns private, you might be out of a job. The common practice is to move over the current crew, but they may put it out for open bid. If you have on your resume that your most recent job was in golf course maintenance, there is a good chance you will get picked. As for the cost study mentioned, part of my job every day is to review companies' financial reports. There's no way to do a cost study. He said he hoped you would consider the facts of the matter that the course is in poor condition right now. It is hard to do much worse than it is now.

5. Kim Great White Owl Murillo invited the commission to go look at the potholes on her street and at the 30 miles per hour speed limit down a one-way road, where there are children at play.

6. Scott Fredrick said there are 200 people that he represents, and there's not a single person at that golf course who says they want the city to run the maintenance. It should be maintained by an outside source.

7. Mark Gray said he plays golf with others, and they get sprayed by effluent water. He said being in a union doesn't mean you will get paid more. If you are a good worker, I would not worry about my job.

## **CITY MANAGER'S REPORT**

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Acting City Manager Hernandez did not have a report.

## **REMARKS AND INQUIRIES BY THE CITY COMMISSION**

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Commissioner Burnett asked where they were with the playground covers. Acting City Manager Hernandez said they are doing some and plan to put them in. She said she would give him an update. He asked about the golf course pump. She said purchasing is going out and getting quotes, and it is starting the whole requisition process by getting the three quotes. Commissioner Burnett asked about the issues we are having out there with watering and what is preventing us from watering more. Superintendent Bradley said the order was wrong, and he almost did not accept it. We have been watering as much as we can with effluent. The pump is not reliable to water at night. As soon as the two components come in, we will be able to water and have lots of water. Commissioner Burnett asked when they plan to start seeding. He answered as soon as we get water.

Commissioner Tapley asked how long the tee box on 18 had been leaking. Superintendent Bradley said it is new; he saw it two weeks ago. It is a salt function, but he had to get into it. We have had limited staff since the Commission decided to go in the direction we have gone. The irrigation tech was gone for three weeks because they did not want to risk losing time. I have three people ready to leave right now, one actually left today. We are plugging forward.

Commissioner Burnett asked why we can not use our own city equipment to help clean up some of that stuff. Superintendent Bradley stated he will check when the backhoe is available with an operator.

Commissioner Pattillo asked for an update on the extension and the RFP process for the remaining work on the golf course. City Attorney Mori said, currently, where we stand, at least the last direction given by the Commission was to go out for the RFP that includes maintenance with the management company. Now that the Union has had a chance to share its opinions and offer alternatives, if that direction needs to change, or if the Commission would like to make that an item to discuss. That would help staff better understand how to proceed, but at the moment, the current direction is to continue unless we're told otherwise.

Commissioner Pattillo asked what was left before going out for the RFP, regarding the extensions for the current contract. Acting City Manager Hernandez said they met with Grant and discussed the extension timeframe. Grant laid out what he needed, and we are still working through that. One of the big issues on his list is golf carts. We are looking at different quotes. She said she believed it would not be extended past December. Grant was okay with going through September and possibly December, considering where we were. We need to get some of those items in place now that we are meeting with him. Commissioner Pattillo said he would like to understand what needs to happen to go out for an RFP. Acting City Manager Hernandez said, unless the direction is otherwise, it was a 30-day extension. It would end on June 2<sup>nd</sup>, but she would get the exact date. The RFP would go out on Saturday, unless the Commission changes its mind. Commissioner Pattillo asked what if they do not change their minds. She answered, then we will still go out for RFP, to include maintenance. He asked what further direction they need from the Commission to go out for an RFP. She said unless they heard something different, it will go out on June 13<sup>th</sup>.

Commissioner Burnett asked for clarification on the RFP they sent out with maintenance. It is up to us to decide whether to include maintenance at that time or just award the contract for the pro shop and the restaurant, correct? Acting City Manager Hernandez said the way it is written right now includes all three. She said they could put verbiage to clarify whether to have maintenance or not.

Commissioner Pattillo asked how many current workers there were. Acting City Manager Hernandez said that currently, the golf course workforce consists of 8 positions, with 6 filled. He asked if they have the right of first refusal with the new company. City Attorney Mori said that it would all depend on the management company. Acting City Manager Hernandez said she believed it was within the contract that they would be interviewed. Commissioner Pattillo asked whether they had any other options within the city. She said yes; we can offer them positions we have open that they qualify for. Commissioner Pattillo asked if the Drainage Maintenance folks who were replaced by the contractors would give those same considerations. She said yes, anybody in the union gets those considerations. He asked if they got the same process. She said yes. What changed in this situation compared to the Weeds and Drainage is that it was made at the management level (her), and we reached out to the Union, but didn't get any feedback. The difference here is that it was made by the Commission, we notified the Union, and they reached out to us. She stated she wanted to clarify that they had messed up a bit on our end because, when the Commission decided to go out, we put the RFP out right away. Nobody on staff thought that, because it was a Commission decision, the process still needed to be followed the same way, so we put out the RFP, but then we canceled it immediately when we realized we still had to do that process.

Commissioner Hernandez asked where they were with the Natatorium financial process. Finance Director Huff said we signed the management representation letter to begin the closing process. The lawyers are preparing the documents. We expect to see those within the next two weeks. Once we get those documents signed, we'll close. We expect we will close by June 30<sup>th</sup>. We have one more ordinance review, then the documents will need to be signed by the Mayor.

Commissioner Pattillo asked about the audit. Finance Director Huff said they were 95 percent through the FY24 audit. Then we will move to the FY25 audit. The FY24 audit should be done by June 15<sup>th</sup>, and the FY25 one by the end of September.

Commissioner Hernandez said he attended the Downtown presentation for Sheriff Bill Rutherford and the Sheffield family of the clock donation to read the proclamation for the Mayor. He asked if they had addressed the email complaint that came in to Acting City Manager Hernandez and himself about the property between 504 and 510 24<sup>th</sup>

Street. Acting City Manager Hernandez said she forwarded the email and will follow up. He said the city demolished a house at 1500 Ohio, and left a lot of trees. One of the trees fell onto the property at 1502 Ohio, damaging their carport. The trees and overgrowth need to be taken care of. She said that if we own it, she will have Code Enforcement abate it, and the carport owner can submit a tort claim. Commissioner Hernandez asked whether Dudley School was available for public use. She said it was not; we use it for specific functions. We still need to complete some ADA items by June 30th. He said he has had constituents call him over the last week, asking to use it, but they were told it was not for public use; it was only for city use. They brought him information showing where there were retirement, birthday, and graduation parties, as well as other items related to city staff. That facility was built with taxpayers' money, not city employees' money. I believe it is unethical that city employees are using it basically as a private clubhouse. If it is not available for the citizens of Alamogordo, he did not think that only city employees should be able to use it. Commissioner Hernandez said that a few meetings ago, he brought up 508 5th Street. The gentleman there had an approach when they did the sidewalks. Their approach was removed. We need to address that with them. City Attorney Mori stated he was working with the project managers on that specific property.

Mayor McDonald said she attended the anniversary of the Sled Test at the 846 Test Squadron at Holloman. The Altus Award was presented to the City. Kathy Denton of Kitty City received a Pay It Forward award for her community work. She said she visited the golf course last Friday. The last time she was there was in 2008, and it was green; now it is a disappointment to see the state of the greens, and the trees are dying. She gave a reminder of the District 5 Clean Up.

## **CONSENT AGENDA**

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Mayor McDonald said we will pull Items 5, 6, 7, and 9.

**8. Consider, and act upon, Resolution 2026-16 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of May 26, 2026. (Evelyn Huff, Finance Director) (Roll Call Vote Required)**

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

**Commissioner Hernandez moved to Approve Items 8 and 10.  
Commissioner Burnett seconded the motion.  
Motion Passed with a vote of 7-0-0.**

## **ITEMS REMOVED FROM CONSENT AGENDA**

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**5. Approve the minutes for the Budget Hearing Workshop on May 4, 2026, the Regular Commission Meeting on May 12, 2026, and the Special Commission Meeting on May 18, 2026. (Rachel Hughs, City Clerk)**

City Clerk Hughs said the May 12th regular commission meeting minutes need to be amended under Remarks and Inquiries by the City Commission to correct where it states Mayor Pro-Tem McDonald to Mayor McDonald.

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

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

Commissioner Hernandez said we received this in 2018 and asked whether it was a CPU, a computerized system. Airport Manager Orr said yes and clarified that we did not receive it in 2018. It had been installed before we gained ownership in 2018. The state previously owned it, and they maintained it. In 2018, they granted it to us. Commissioner Hernandez said that we received it in 2018. Airport Manager Orr stated yes. Commissioner Hernandez asked if there was a value on it. Airport Manager Orr said he did not know but would ask the technician. Commissioner Hernandez asked if we had ever used it. Airport Manager Orr said we used it until 2021, then we upgraded.

**Commissioner Hernandez moved to Approve.**

**Commissioner Rardin seconded the motion.**

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

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

Senior Project Manager Boyle explained that the waterlines on the drawings showed they were in the right-of-way and on the property of Domino's and the bank next to it. He said he felt like it was necessary to bring this as a change order to try to relocate it far north, right in front of that water station. The change order was created to push this forward, so we can get out of those properties and eventually create a separate project in front of the White Sands Mall as a whole. Commissioner Hernandez asked how far the easement was. Senior Project Manager Boyle said two to three feet inside the property. Commissioner Rardin asked if it was in the Domino's property. Senior Project Manager Boyle said yes.

Commissioner Rardin stated that he wanted to disclose that he has a project with Domino's. He said that if anyone has a problem, he would abstain. No one did.

**Commissioner Hernandez moved to Approve.**

**Commissioner Burnett seconded the motion.**

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

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

Finance Director Huff said they had already voted on this, and the agreement has been signed, but the State asked where the resolution was. Commissioner Hernandez asked if there was a match on this. Finance Director Huff said there was no match for this one; it is a capital outlay.

**Commissioner Hernandez moved to Approve.**

**Commissioner Tapley seconded the motion.**

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

## **NEW BUSINESS**

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11. Item 11 was moved to after Item 15. Reconvene, as approved under the Approval of the Agenda.

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

Finance Director Huff said this is the official resolution approving the preliminary budget as discussed at the budget hearings. There were some corrections in salaries and benefits, but she was able to move money around, so it did not affect the ending fund balance. The only funds that you will see a different ending from the fund balance are the Otero Greentree Landfill. She said she had to make a significant adjustment in their salaries and benefits because the system did not calculate it correctly. It must be submitted to the DFA by the end of the day on June 1st.

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

### **13. Appointments to Boards and Committees. (*Sharon McDonald, Mayor*)**

Mayor McDonald reappointed Cynthia Stevenson to the Alamogordo Public Library Board. No one was opposed.

### **EXECUTIVE SESSION**

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

**Commissioner Burnett moved to Recess to Executive Session at 9:33 PM.  
Commissioner Robinson seconded the motion.  
Motion Passed with a vote of 7-0-0.**

### **RECONVENE INTO OPEN SESSION**

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

**Commissioner Robinson moved to Reconvene to Open Session at 10:34 PM.  
Commissioner Burnett seconded the motion.  
Motion Passed with a vote of 7-0-0.**

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

The Mayor read the statements related to the Executive Closed Session. She asked if there was a motion to accept. Commissioner Rardin said that it would be item 11, to accept their contract.

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

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

### **ADJOURNMENT**

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**Commissioner Burnett moved to Adjourn at 10:40 PM**  
**Commissioner Hernandez seconded the motion.**  
**Motion Passed with a vote of 7-0-0.**

ATTEST:

\_\_\_\_\_  
Mayor Sharon McDonald

\_\_\_\_\_  
City Clerk Rachel Hughs

(Prepared by Rachel Hughs, City Clerk)  
Approved at the Regular Meeting held on June 9, 2026.

DRAFT

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 2.

**Submitted By:** Shelley Dowhanik-Baron

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

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Recommend the Ordinance be Adopted

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**Background:** The proposed ordinance repeals the existing subdivision requirements currently located in Chapter 22 of the Code of Ordinances and adopts updated subdivision regulations within Chapter 20, Land Development Code. This change is intended to place subdivision-related procedures, standards, and definitions within the City's primary land development chapter for better organization, consistency, and usability.

Public input was an important part of the ordinance development process. Three public workshops were held to provide the City Commission, stakeholders, and any interested members of the public an opportunity to review the proposed changes and provide feedback. One workshop was held on January 25, 2026, and two additional workshops were held on March 30, 2026.

In addition to the workshops, comments and feedback were also accepted by email. All comments received through the workshop process and by email were reviewed, considered, and incorporated into the proposed ordinance where appropriate. The purpose of this process was to ensure that the updated subdivision regulations were informed by stakeholder input and reflected the practical needs of the community, developers, contractors, staff, and residents affected by subdivision development.

## **ORDINANCE NO. 1724**

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

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

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

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

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

## **Chapter 20 – Land Development Code**

### **ARTICLE 20-04 – SUBDIVISION REGULATIONS**

#### **20-04-010 General Provisions**

##### **(a) Purpose**

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

**(b) Applicability**

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

**(c) Jurisdiction**

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

## **20-04-020 Subdivision Procedures**

**(a) Summary Subdivisions**

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

Summary subdivision; and

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

(3) The Summary Subdivision Process is as follows:

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

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

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

(5) Certificate of Survey procedure.

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

(6) Extra-territorial platting jurisdiction.

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

## **(b) Minor Platting Process**

(1) Purpose

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

(2) Applicability

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

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

(3) Submittal and Consideration

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

**(c) Major Platting Process**

(1) Purpose

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

(2) Applicability

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

(3) Submittal and Consideration

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

Improvements.

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

**(d) Plat Vacations**

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

**(e) Right-of-Way Vacations**

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

## **20-04-030 Plat and Plan Types**

**(a) Subdivision Development Plan (SDP)**

(1) Purpose

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

(2) Applicability

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

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

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

(3) Submittal of a Subdivision Development Plan Application

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

(4) Consideration of a Subdivision Development Plan Application

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

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

(5) Effect of Subdivision Development Plan Approval

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

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

(6) Subdivision Development Plan Requirements

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

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

**(b) Preliminary Plat**

(1) Purpose

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

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

(2) Applicability

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

(3) Submittal of a Preliminary Plat Application

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

(4) Consideration of a Preliminary Plat Application

a. Administrative Review and Recommendation

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

b. Planning & Zoning Commission Action

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

c. Effect of Preliminary Plat Approval

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

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

- d. Effective Term and Expiration
  - i. Preliminary Plat approval shall be effective for no more than three years from the date of approval. If Construction Plans or a Final Plat application has not been submitted, the Preliminary Plat shall expire, and a new Preliminary Plat application must be submitted for approval.
  - i. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete; otherwise, the Preliminary Plat shall expire.
  - ii. If an approved Final Plat is allowed to expire, the Preliminary Plat shall also expire.
  - iii. The City Manager or designee may approve one (1) extension of validity for a preliminary plat for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. A plat extension shall be automatically conditioned to require compliance with all City codes, regulations, and specifications in place at the time of development of the plat in question.
- e. Deviations from an Approved Preliminary Plat
  - i. Any Final Plat submittal that results in a substantial change to an approved Preliminary Plat will require resubmittal of the Preliminary Plat in its entirety and may trigger the need for a noticed area meeting at the discretion of the City Manager or designee. Minor modifications shall be considered by the City Manager or designee.
  - ii. Substantial changes will be subject to a Planning & Zoning Commission public meeting, with the same requirements as an original application. Substantial changes shall include but are not limited to:
    - 1. Any major change in land use or use intensity (e.g., shifting or increasing drainage areas, adding a trail easement);
    - 2. Modifications of vehicular traffic circulation on arterials, collectors and/or major local designated streets;
    - 3. Roadway network changes;
    - 4. An anticipated increase in residential density;
    - 5. Any change in the Preliminary Plat that is determined by the City Manager or designee to be substantial.
- f. Appeal
  - Any appeal shall be processed in accordance with Sec. 20-02-050(b)(1) Appeal.

#### (5) Preliminary Plat Submittal Requirements

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

- l. Zoning or proposed zoning shall be shown;
- m. Special Use Permits and any Variance requests shall be identified;
- n. Uniquely identify each lot, by lot number and block. Size of lots will be identified with lot line dimensions in feet to the nearest hundredth.
- o. Sufficient information to show that all lots meet the requirements of city ordinances, codes and regulations, including setbacks and clear sight triangles at intersections;
- p. Proposed lot lines and public rights of way, street widths, rights of way for public services or utilities, dimensions and locations of areas for purposes of tracts proposed to be reserved for the public.
- q. Conceptual utilities plan. The conceptual utilities plan shall contain enough information to provide a general outline of the proposed utility-routing plans for the development, including locations and sizes of existing and proposed utilities to be provided to the development to meet the City of Alamogordo Technical standards.
- r. Traffic Impact Analysis (TIA). A Traffic Impact Analysis will only be required if the proposed subdivision meets the thresholds described in Refer to Article 20-056 Site Planning and Development Patterns Development Standards. Traffic Impact Analysis, ITE Traffic Impact Analysis guidelines, and ~~other requirements as approved~~ in consultation with the City Manager or designee. For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the TIA until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the TIA.
- s. Master Drainage Study. The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the Master Drainage Study until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the Master Drainage Study.
  - i. The study report shall include, but not be limited to, the following information and calculations:
    1. Calculation for peak flow from all offsite tributary drainage areas.
    2. Calculations for peak flow within the proposed development for

all drainage basins larger than 20 acres.

3. Preliminary analysis of 100-year floodplain and major drainage ways.
4. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
5. Discussion and analysis of downstream drainage facilities.
6. Discussion of anticipated drainage problems within the proposed development and possible solutions.
7. Report shall be typed on 8½-inch x 11-inch pages.
8. Drawings for the master drainage study shall include, but not be limited to, the following:
  - Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
  - Existing topography
    - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
    - For land that slopes more than five percent, show contour lines at intervals of not more than five feet.
    - Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
    - Identification of all drainage basins in the development.
    - Location of all streets in/adjacent to the proposed development.
    - Identification of all drainage basins tributary to the proposed development.
    - Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available)
  - Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.

### **(c) Construction Plans**

#### **(1) Purpose**

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

#### **(2) Applicability**

Construction Plans shall be required prior to the installation of public improvements

(e.g., those improvements that are intended for dedication to the City) or private improvements as determined by the reviewing department.

(3) Submittal of Construction Plans

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

(4) Consideration of Construction Plans

- a. The Planning and Zoning Department shall review the submittal for completeness in accordance with Sec. 20-020-030(c) Application Submittal and Processing.
- b. Construction Plans and supplemental material will be processed by the applicable City departments and other governmental agencies for review, comments, and recommendations and forwarded to the City Manager or designee.
- c. The City Manager or designee shall forward any comments to the applicant for completion. Construction Plans and supplemental material that receive comments shall be resubmitted and reviewed until the provisions set forth in this section are met. At that time, the Construction Plans shall be approved, the construction approval block signed by the appropriate authorities and a construction permit issued (if the Final Plat has received approval from the appropriate authority).
- d. Whenever comments received by the City departments are in conflict, the City Manager or designee will determine the appropriate procedure to be followed, utilizing the TRC where appropriate, in order to resolve said conflict or disagreement.

(5) Appeal

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

(6) Term and Expiration

Public improvements shall commence within 365 calendar days of Construction Plan and Final Plat approval, or the subdivision shall revert to unapproved status. All procedures and fees will be required to begin the approval process again. The City Manager or designee may approve one (1) extension of validity for a time not

to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.

(7) Engineer of Record Responsibility

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

(8) Construction Plan Submittal

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

- a. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2;
- b. Contact information for surveyor who performed the survey;
- c. A complete geotechnical soils report may be required, at the expense of the applicant, and at the request of the City Manager or designee, if the soil conditions are unknown, unreliable, or otherwise unusual. This requirement must be met when the soils are graded as “expansive” or “very fine”;
  - i. Geotechnical soils investigation must include, at a minimum, representative sampling and testing for: 1) USCS soil classification, 2) sieve analysis, and 3) structural design factors (R value and/or CBR value);
    1. Other parameters may be required including, but not limited to: 1) soil percolation test, 2) soil boring logs; 3) water table elevations;
    2. A pavement design, when the developer proposes to vary from the current Technical Standards, or when the soils warrant one.
- d. Final drainage study including detailed calculations for all potential runoff within the proposed development and calculations supporting the design of all drainage structures within the development. Construction Plans for drainage structures and grading plans for street grades shall be considered as part of the drainage study. Drawings shall be formatted for 24-inch x 36-inch sheets. Drawings and calculations for the drainage study shall include, at a minimum:
  - i. Existing and proposed contours for proposed development at a minimum 2-foot contour intervals;
  - ii. Property lines, streets, right of way limits, street grades, and street names;
  - iii. Overall drainage area and sub-area boundaries;

- iv. Existing and proposed drainage facilities and structures with all pertinent information necessary to facilitate review and approval;
  - v. Proposed storm drains, drainage ways, and right of way or easement requirements;
  - vi. Drainage calculations must show 10-year, 50-year, and 100-year storm runoff pre-development and post-development;
  - vii. All floodplains within the development referencing the current FEMA Special Flood Hazard Area (SFHA) Map;
  - viii. Minimum finished floor elevations or building pad elevations to meet National Flood Insurance Requirements, if within a FEMA SFHA;
  - ix. If not in a SFHA, building pads shall be elevated no less than six (6) inches above the one-hundred-year storm runoff elevation, or not less than one (1) foot above the curb line;
  - x. Street design capacity shall accommodate the one-hundred-year storm runoff within curbs overtopped not more than six (6) inches;
  - xi. Detention ponds shall be used to detain storm runoff increase post-development and shall be designed for the one-hundred-year return period rainfall event with the 24-hour duration;
  - xii. Connections to any existing drainage systems.
- e. Final Traffic Impact Analysis ~~(if required)(TIA)~~ report and required infrastructure improvements shall be included as part of the construction drawing submittal with requirements as noted in Article 20-05 Development Standards, ITE guidelines, and approved in consultation with the City Manager or designee;
  - f. Utility Extension Application
  - g. Pretreatment Questionnaire;
  - h. Construction Plan Set shall included:
    - i. Boundary lines, bearings, and distances;
    - ii. Easements with location, width, purpose, and recording information;
    - iii. Information on adjacent land within one-hundred (100) feet, including ownership, and recording information;
    - iv. Developer and engineer/architect information;
    - v. Zoning information;
    - vi. Lot sizes, dimensions, and character meeting zoning and Technical

Standard requirements;

- vii. Location of private utility easement(s).
- i. Utility and street plans and profiles, formatted for 24-inch x 36-inch sheets stamped by a New Mexico licensed, registered professional engineer, at a scale of one hundred feet to one inch or larger and plans and profiles of 1:5 vertical and 1:50 horizontal. Utility and street plan sheets shall include:
  - i. Title block;
  - ii. Horizontal and vertical scale;
  - iii. Date and revisions;
  - iv. Professional Engineer Stamp, name and firm;
  - v. Drawing numbers;
  - vi. Legends;
  - vii. Street names;
  - viii. North arrow;
  - ix. Match lines with stationing;
  - x. Profile showing elevations at even 50-foot stationing;
  - xi. Limits of construction;
  - xii. Centerline stationing;
  - xiii. Curve centerline data;
  - xiv. Stations at street intersections, curb returns and property lines;
  - xv. Sidewalks and ADA ramps;
  - xvi. Back of curb radius information;
  - xvii. Top of curb information;
  - xviii. Driveway locations, dimensions, and details;
  - xix. Street marking, street lighting (meeting current ordinance and technical standard requirements), and signage (meeting current MUTCD standards);
  - xx. Sizes and locations of all utilities (existing and proposed);
  - xxi. Size and length of pipe, pipe composition, and distances between

- manholes;
  - xxii. Fire hydrant locations and type;
  - xxiii. Water main lines and valve locations and sizes materials and location of water service lines and meters;
  - xxiv. Sewer lines with flow directions and manhole locations, sewer line size, materials, cleanouts at the right-of-way line, and sewer service lines;
  - xxv. Inlet and outlet details of all manholes and inlets, and connections to existing systems;
  - xxvi. Manhole details, including station numbers;
  - xxvii. Type and size of valves and fittings;
  - xxviii. Radii of curved utility lines;
  - xxix. Bike lane striping, if applicable;
  - xxx. Street light pad and conduit locations;
  - xxxi. “No parking” sign locations, if applicable.
- j. Detail and general note sheets required for construction of all appurtenances, per current Technical Standards;
  - k. Details necessary to construct on-site ponding/detention with specific lots identified;
  - l. Grading plans;
  - m. Plan set cover sheet with sheet index, project location, subdivision name, all pertinent information, and current signature block for city approvals.
  - n. Profile sheets shall include:
    - i. Proposed and existing grades including 100 feet beyond limits of construction;
    - ii. Stationing and elevations of the vertical point of intersection on all vertical curves, including PVT, PVI, PVC and K value;
    - iii. All pipe invert elevations, including storm drain and utilities;
    - iv. Slopes and length of sewer pipe, elevations;
    - v. Manhole stationing, size, materials, and invert and top elevations for manhole rim, inverts in and inverts out;
    - vi. Water line size and locations;
    - vii. Existing utilities in relation to new utilities;

viii. Tie-in elevations to existing utilities.

**(d) Final Plat**

**(1) Purpose**

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

**(2) Applicability**

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

**(3) Review and Approval of Final Plats**

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

**(4) Effect of Final Plat Approval**

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

**(5) Revisions to an Approved Final Plat**

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

(6) Expiration

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

(7) Appeal

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

(8) Final Plat Submittal Requirements

a. A Final Plat Application and fee shall be submitted.

a.b. The Final Plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.

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

(9) Final Plat submittals shall include:

- a. Approved subdivision name;
- b. Date of preparation, north arrow, written and graphic standard engineering scale;
- c. Name and address of developer;
- d. Name and address of person, corporation or organization preparing the Final Plat;
- e. Certification and seal by a Professional Surveyor in accordance with the laws of the state, certifying the accuracy of the survey and the plat, and that the surveyor prepared or supervised the preparation of the plat;
- f. An accurate and complete boundary survey of the land to be subdivided meeting the Minimum Standard for Surveying in New Mexico, NMAC 12.8.2. The boundary survey will include all monuments found accepted/rejected and set. Boundary lines shall be given in bearings (degrees,

minutes, and seconds). Distances will be shown in feet to the nearest hundredth. Curved boundary lines will provide sufficient data to be reestablished on the ground and will include central angle, radius, arc length, chord bearing and distance;

- g. Survey meeting the requirements of the city's current Technical Standards;
- h. Total acreage of subdivision to nearest one-hundredth of an acre;
- i. Detailed area/vicinity map showing existing roads, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- j. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- k. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs, and central angles of curves. Lines to be eliminated shall be designated and identified by dashed lines;
- l. Name and right-of-way width of each street or other rights-of-way on or adjacent to the tract;
- m. Number to identify each lot, letter of each block, dimensions of lot lines, and acreage or square footage of each lot;
- n. City-assigned addresses of each lot;
- o. Minimum setback limits for each lot;
- p. Traffic Impact Analysis (unless provided with a Preliminary Plat). A Traffic Impact Analysis will only be required if the proposed subdivision meets the threshold described in Article 20-05 Development Standards, Traffic Impact Analysis, ITE Traffic Impact Analysis guidelines, and other requirements as approved in consultation with the City Manager or designee. Refer to Article 20-06 Site Planning and Development Standards, Traffic Impact Analysis;
- q. Master Drainage Study (unless already provided with a Preliminary Plat). The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). The report shall include, but not be limited to, the following information and calculations:
  - i. Calculation for peak flow from all offsite tributary drainage areas.
  - ii. Calculations for peak flow within the proposed development for all

- drainage basins larger than 20 acres.
- iii. Preliminary analysis of 100-year floodplain and major drainage ways.
- iv. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
- v. Discussion and analysis of downstream drainage facilities.
- vi. Discussion of anticipated drainage problems within the proposed development and possible solutions.
- vii. Report shall be typed on 8½-inch x 11-inch pages.

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

- Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
- Existing topography.
  - For land that slopes less than approximately five percent, show contour lines at intervals of not more than two feet.
  - For land that slopes more than five percent, show contour lines at intervals of not more than five feet.
  - Location and size of existing and proposed open channels, storm drains, retention/detention areas, and other drainage structures.
  - Identification of all drainage basins in the development.
  - Location of all streets in/adjacent to the proposed development.
  - Identification of all drainage basins tributary to the proposed development.
  - Basin maps may be scaled as small as 1 inch = 2,000 feet. Orthophoto maps at a scale of 1 inch = 200 feet are preferred. (Use the most appropriate scale available) Inlet and storm drain size calculations are not required with the master drainage study; therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.
- r. A Title Commitment certified by the title company showing that applicant is the landowner;
- s. Proof of current tax status with the County Assessor;
- t. Signed statements by the developer dedicating public rights-of-way and granting all required easements for public use. Include a statement that the subdivision is planned with the free consent of and in accordance with the desire of the undersigned owner of the land, acknowledged in a manner required for acknowledgment of deeds. The dedication statement shall read as follows;

#### DEDICATION

THE TRACT HEREON IS TO BE KNOWN AS \_\_\_\_\_ SUBDIVISION.  
ALL RIGHTS OF WAY AND PUBLIC AREAS SHOWN HEREON ARE  
DEDICATED TO THE CITY OF ALAMOGORDO. UTILITY

EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF ALAMOGORDO. ALL RULES AND REGULATIONS OF THE CITY OF ALAMOGORDO AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

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

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

## **20-04-040 Adequate Public Facilities**

### **(a) Development Agreement**

#### **(1) Purpose**

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

#### **(2) Applicability**

- a. A Development Agreement shall be needed at the end of a Major Platting Process, after Final Plat and Construction Plans have been approved.

#### **(3) The developer shall provide an Estimated Cost of Infrastructure Improvements (ECII) to the city for review before a Development Agreement will be executed.**

#### **(4) The contract shall contain, among other provisions, the following:**

- a. The developer agrees to provide approved Construction Plans for construction

of improvements such as grading, drainage, and ponding that will impact building on individual lots/parcels to each purchaser of lots/parcels.

- b. Developer shall agree to abide by and comply with the layout, drawings, and reports as finally approved by the City and to complete the subdivision in accordance with the plans and specifications.
- c. The developer shall agree to supply and install, at the developer's expense, all water lines and sewer lines of approved size, materials and quality within the subdivision in accordance with the current Technical Standards. Developer shall install all materials and appurtenances necessary to service and support the subdivision for a sufficient distance outside the subdivision to connect to the city's sewer and water system, as approved in the Construction Plans.
- d. The developer shall agree to protect drainage structures, to build bridges, culverts and such other drainage facilities in the area as may be necessary to protect the subdivision, the city, and other lands in the area from floods by reason of such development, as approved in the Construction Plans.
- e. The developer shall agree to lay and construct all paving, curbs and gutters, and sidewalks, using the current Technical Standards, within five years of staff approval of Final Plat, and to connect such improvements with the existing paving, curbs, gutters, and sidewalks, as approved in the Construction Plans.
- f. Before and during the Warranty Period, the developer shall agree to repair all damages to water lines, sewer lines, manholes or any other damaged appurtenance at the developer's expense.
- g. Materials used in performing the work shall meet the current Technical Standard requirements. Material tests and documentation shall meet the requirements of the current Technical Standards. If materials do not meet requirements, the developer will be required to remove deficient materials and reconstruct with materials that meet requirements.
- h. The developer agrees to provide easement and right-of-way information to purchasers of lots/parcels.
- i. The developer or owner shall agree that all public infrastructure shall be subject to inspection, approval, and acceptance by the city and its duly designated agents and/or employees. The developer or owner shall, upon approval of the Construction Plans and specifications for infrastructure installations to be done hereunder, pay to the city the designated fee to compensate the city for inspection services.
- j. The developer shall agree to provide record drawings of public infrastructure improvements for each phase before the subdivision will be accepted by the City.

- k. The developer shall agree that all public infrastructure shall be inspected and accepted by the City before any city utility service will be provided to the lots.
- l. For a period ending one (1) year after the city accepts the subdivision improvements for maintenance, the developer shall agree to make all repairs to the public infrastructure and to replace all defective material or workmanship which may become apparent before or after the subdivision is accepted by the city. No acceptance or approval by the city or other agent or employee shall relieve the developer from these obligations. The city shall not be deemed to have waived any of the requirements of this chapter by virtue of its acceptance of any easement or right-of-way from the developer.
- m. ~~Long term maintenance of improvements, such as drainage ponds, shall be the responsibility of the property owner. If a drainage pond is needed, it shall be completed as part of the first phase of the subdivision. The developer shall maintain the drainage pond until all phases of the subdivision are complete and the last warranty period ends, then the City shall take on ownership and maintenance of the drainage pond.~~
- n. The Development Agreement shall be recorded with the County Clerk's office along with the Final Plat. The developer shall agree that the Agreement shall be covenants running with the land and shall constitute a lien on the land.

## **(b) Installation and Acceptance of Public Improvements**

### **(1) Public Improvements Required for Final Plat**

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

- a. Exception: The City Manager and or designee may authorize a delay in the installation of public improvements for up to 24 months following the filing of an approved Final Plat with the County, if a Performance Financial Guarantee is filed with the City.
  - i. A Performance Financial Guarantee and a bid from the developer shall be filed with the City, along with a development agreement outlining the improvements to be completed, any cost sharing agreements (e.g., oversizing), and other terms as required by the City Manager or designee.
  - ii. If required improvements have not been installed within the 24 month period, the City Manager or designee may approve one (1) extension for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.
    - 1. Any further extension of time for completion of required improvements shall require approval of the Planning & Zoning Commission.

2. Updated improvement cost estimates and additional performance security may be considered as a condition of any approved extension.
- iii. With the Performance Financial Guarantee, the developer shall have five (5) years from approval of Final Plat to complete the ADA-compliant sidewalks. ADA ramps shall be constructed at the time curb and gutter are put in.
- iv. If the City determines that the subdivider will not construct any or all of the improvements in accordance with the specifications, the City may withdraw and employ from the deposit of collateral such funds as necessary to construct the improvements in accordance with the specifications.
- b. **Without a Performance Financial Guarantee, n**No building permits shall be issued within the subdivision until all improvements have been installed and inspected, and a letter of acceptance has been issued to the developer by the City stating the public improvements have met Substantial Completion and a Warranty Financial Guarantee has been provided.

## (2) Installation of Public Improvements

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

## (3) Inspection and Acceptance of Public Improvements

- a. Contractor shall follow procedures as outlined in the current Technical Standards, “Written Notice Procedures” for inspection requests and all communication with the city related to the subdivision construction;
- b. Engineer’s Certifications and as-built drawings are required prior to the release of the developer’s Performance Financial Guarantee. GPS data related to location of underground facilities must be provided and/or the developer’s contractor must allow 24 hours for City staff to capture GPS data before the

inspected and approved utility is covered.

- c. Following Substantial Completion, as defined in this article, of public improvements, the developer will notify the city that the improvements are ready for consideration of acceptance;
- d. A site walk-through will be performed by city staff;
- e. A punch list of items that must be addressed will be provided to the developer within ten (10) working days of the walk-through;
- f. After the developer has addressed all punch list items, the developer shall make a written request for acceptance of all public improvements;
- g. Record drawings and a detailed material listing shall be provided;
- h. The City shall inspect the improvements to determine whether the public infrastructure is acceptable and whether it conforms to the approved Final Plat and Construction Plans;
- i. The developer will be notified via electronically-mailed letter as to whether the improvements are accepted.
- j. Upon acceptance by the city the Performance Financial Guarantee will be released.

#### (4) Substantial Completion

- a. Before consideration of Acceptance of the public improvements; in order to ensure the health, safety, and welfare of city residents and in order to ensure the ability of city departments to deliver required services, the following infrastructure, in their entirety, will be required to be completed:
  - i. Complete roadway sections with subgrade, base course, asphalt paving, curb, and gutter (the developer shall have five (5) years from approval of Final Plat to complete the sidewalks);
  - ii. Complete and electrified street lighting system;
  - iii. Complete water, wastewater, and drainage systems as shown and authorized on the approved construction drawings;
  - iv. Electrical and gas utility connections;
  - v. Retaining structures and walls;
  - vi. Any required off-site infrastructure improvements;
  - vii. Installation of mailbox clusters or other USPS-approved mail delivery systems.
- b. Minor punch list items may remain, as determined by the City's Public Works Inspector and Utilities Inspector.

#### (5) Warranty Period

- a. A one (1) year warranty period for the infrastructure improvements shall begin,

during which time the improvements remain the developer's responsibility for repairs and maintenance.

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

### **(c) Exception Request Requirements**

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

Exception requests shall include, at a minimum:

- (1) Development name;
- (2) Requestor contact information;
- (3) Engineer/Architect contact information, if applicable;
- (4) Subject of Exception Request (ordinances and/or Technical Standards);
- (5) Logic and justification for the request with all pertinent information and backup documentation;
- (6) Explanation of why the Exception would benefit the city and its citizens;
- (7) Review fee.

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

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

(1) The following shall be paid by the developer or owner to the city, when applicable:

- a. Plat Vacation fee
- b. Right-of-Way Vacation fee
- c. Summary Subdivision fee
- d. Preliminary Plat application fee
- e. Subdivision Development Plan review fee
- f. Performance Financial Guarantee
- g. Warranty Financial Guarantee
- h. Development Inspection fees
- i. Certificate of Survey fee
- j. Final Plat application fee
- k. Exception Review fee
- l. Penalty for beginning work on subdivision before NTP

(2) All fee amounts can be found in the City of Alamogordo Fee Schedule available on the City's website.

(3) The estimated cost of infrastructure improvements (ECII) for a development or phase, for the purpose of determining Performance Financial Guarantee, Inspection Fees, or Warranty Financial Guarantee shall be based on quantities and unit prices. The ECII shall be developed and stamped by a registered professional engineer and approved by the City Manager or designee.

(4) Performance Financial Guarantee

a. Purpose

- i. To allow the developer to file the approved Final Plat with the County and begin constructing homes or selling lots.
- ii. To guarantee the installation of required improvements.
- iii. To protect homebuyers and lot purchasers from being left in a partially completed development with unfinished roads, utilities, or drainage facilities.

~~(4)~~b. The Performance Financial Guarantee shall be provided to the city, which must cover 110% of the approved estimated cost of all public infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee:

- ~~a.i.~~ Performance bond. A surety bond acceptable to the city to

cover estimated costs of improvements.

- ~~b~~.ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.
- ~~e~~.iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
- ~~d~~.iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
- ~~e~~.v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

#### (5) Warranty Financial Guarantee

##### a. Purpose

- i. To ensure that public improvements remain free from defects and function as intended.
- ii. To protect the City, future property owners, and taxpayers by providing financial security for the repair or replacement of defective improvements at the developer's expense.

b. A Warranty Financial Guarantee shall be provided at the establishment of the Warranty Period.

~~(5)~~c. The Warranty Financial Guarantee shall be 10% of the approved estimated cost of infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee.

- ~~a~~.i. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
- ~~b~~.ii. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.
- ~~e~~.iii. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
- ~~d~~.iv. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
- ~~e~~.v. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

#### **(e) Public Facilities**

##### (1) Streets

a. The arrangement of streets in a subdivision shall either:

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

requirement shall apply.

- n. Public improvements shall be constructed, inspected, and accepted before the Final Plat is recorded with the County Clerk's Office. Lots may not be sold before Final Plat recording, except for as provided in the alternate processes as defined in this article.

(2) Blocks

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

(3) Lots

- a. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall meet all city ordinances and the Technical Standards. Lot dimensions shall conform to the requirements of all city ordinances and the Technical Standards
- b. Depth and width of properties reserved or laid out for commercial or industrial purposes shall comply with all city ordinances and Technical Standards.
- c. Corner lots for residential use shall have extra width to allow appropriate building setback from and orientation to both streets, meeting all city ordinances and Technical Standards.
- d. Each lot shall have access to an adjacent public street, by means of direct access or an easement.
- e. Double frontage lots shall be avoided, except where it is essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.
- f. Side lot lines shall be substantially at right angles or radial to street lines.

(4) Parks

- a. All subdivision parks shall be reviewed by the Parks and Recreation Department.
  - i. Review by the Parks and Recreation Department shall occur during the staff review period of a subdivision development plan.

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

**(f) Monuments**

- (1) Monuments shall be placed at all block corners, angle points, points of curves in streets, and at all property corners. Such monuments shall be made of metal at least one-half (½) inch in diameter and sixteen (16) inches long with the surveyor's license number on a cap affixed to the top of the rebar.
- (2) Monuments shall meet the requirements as set forth in the current Minimum Standards for Survey in New Mexico.

**(g) Easements**

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

**(h) Municipal liens**

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

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

## ARTICLE 20-10 – DEFINITIONS

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

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

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

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

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

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

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

Commission, city – The governing body of the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lot width –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sewage facilities – The devices and systems which transport domestic wastewater from residential or commercial property, treat the wastewater, and dispose of the treated water following the minimum state standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Severability Clause.**

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

### **Repeal Not to Affect Pending Matters.**

Nothing in this ordinance shall be construed to affect any suit or proceeding impending

in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

DONE this \_\_ day of \_\_\_\_\_, 2026.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico Municipal Corporation

By: \_\_\_\_\_  
Sharon McDonald, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Darrell Mori, City Attorney

# Subdivision Ordinance No. 1724

**Response to City Commission Questions, Comments on First Publication**

*Requirement for a  
Performance Financial Guarantee of 110%.  
What is the impact to the developer and homebuyers?*

- PFG *Option* if developer wants to sell lots before infrastructure constructed
- Provide assurance to homebuyers that the infrastructure will be completed
- PFG cost is only the premium, not the full 10% (1 – 3.5%)

*Requirement for a  
10% infrastructure cost warranty bond.  
What is the impact to the developer and home buyers?*

- Keeps taxpayers from paying for developer mistakes
- Cost to developer is only the bond premium, not full 10%
- 1-4% of bond amount

## *Costs associated with meetings, presentations for plats and plans*

- No significant change from existing ordinance with respect to developer cost, effort and time.
- Different application review tracks expedites reviews and approvals.

*Cost to developers to maintain detention ponds and future maintenance logistics.*

*A census of City ponds and maintenance costs was requested.*

Staff Recommend:

- City accepts ownership of ponds after warranty, and
- Assess an impact fee for future maintenance
- New development pays its cost of infrastructure to serve growth
- Cost not shifted onto existing residents and taxpayers
- City currently maintains 6 ponds; FY27 \$30-\$40,000 per pond

Current Ordinance	Proposed Ordinance
New Subdivision (\$600)	-
Conditional Approval & Review Fee	Subdivision Development Plan Review Fee
SUG Review Fee	Preliminary Plat Fee
-	<i>Final Plat Review Fee</i>
Performance Financial Guarantee (100% lien on the land – 5 years)	<i>Performance Financial Guarantee (110% - released upon acceptance)</i>
-	<i>Warranty Financial Guarantee (10%)</i>
Development Inspection (1.5%)	Development Inspection (1.5%)
Summary Subdivision Fee	Summary Subdivision Fee
Conditional Approval & Review Fee	Conditional Approval & Review Fee
Infrastructure (Impact) Fee 3%	Infrastructure Maintenance Fee (3%)
Survey Fee	Survey Fee
Exception Review Fee	Exception Review Fee
Vacation Fee	Vacation Fee
7 Copies of Plans	1 Copy
Work Before Permit Issued Fee	Work Before NTP Fee

*A concern was raised about the need for a Traffic Impact Analysis and the cost to developers/homeowners*

Staff Recommendations:

Threshold	Level of Study	Estimated Cost to Developer
New subdivision	Pre-qualification form/TIA scoping	-
25-100 PHT	Focused Traffic Assessment	\$1,800 - \$8,000
100-250 PHT	Mid-Level TIA	\$9,000 - \$18,000
TIA 250+ PHT	Comprehensive TIA	18,000-\$50,000

*A drainage study for 100-year flood will incur additional costs  
for developers*

- Current ordinance requires 10- and 50-year flood drainage studies
- Alamogordo Technical Standards require 100-year flood drainage study
- FEMA requires 100-year flood drainage study
- New Ordinance is only one analysis

# Estimated Financial Impact

Infrastructure Cost ->	\$500,000 ~ 12 lots	\$1,100,000 ~ 26 lots	\$1,650,000 ~ 39 lots	\$2,200,000 ~ 52
Performance Financial Guarantee	\$5,500 - \$19,250	\$11,000 - \$38,500	\$16,500 - \$57,750	\$22,000 - \$77,000
Warranty Bond	\$500 - \$2,000	\$1,000 - \$4,000	\$1,500 - \$6,000	\$2,000 - \$8,000
TIA	0	\$0 - \$9,000	\$0 - \$9,000	\$0 - \$9,000
Total Cost	\$6,000 - \$21,250	\$12,000 - \$51,500	\$18,000 - \$72,750	\$24,000 - \$94,000
Cost Per Lot	\$500 - \$1,771	\$462 - \$1,981	\$462 - \$1,865	\$462 - \$1,808

Less than 1% additional cost per house

\*infrastructure cost of \$42,000/lot; \$300,000 purchase price

# Recommended Changes from First Publication

## Sidewalk Construction Clarification

20-04-040(b)(1)a.iii.

With the Performance Financial Guarantee, the developer shall have five (5) years from approval of Final Plat to complete the ADA-compliant sidewalks. ADA ramps shall be constructed at the time curb and gutter are put in.

# Recommended Changes from First Publication

## Traffic Impact Analysis

### ~~20-04-030 Plat and Plan Type~~

~~(b)(5) r. iv. The standards for each type of study shall be included in the City's Technical Standards.~~

~~Refer to Article 20-06 Site Planning and Development Patterns. Traffic Impact Analysis, ITE Traffic Impact Analysis guidelines, and other requirements as approved in consultation with the City Manager or designee. For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the TIA until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the TIA.~~

### ~~20-04-03 Plat and Plan Type~~

~~(c)(8)e. Final Traffic Impact Analysis (if required)(TIA) report and required infrastructure improvements shall be included as part of the construction drawing submittal with requirements as noted in Article 20-05 Development Standards, ITE guidelines, and approved in consultation with the City Manager or designee;~~

# Recommended Changes from First Publication

## Traffic Impact Analysis

20-04-030 (b) (5) Plat and Plan Types

r. Traffic Impact Analysis (TIA).

- i. **Applicability.** A TIA shall be required when a proposed subdivision is expected to generate traffic impacts that may affect the safe or efficient operation of the transportation system, as determined through the City’s traffic prequalification process.
- ii. **Traffic Prequalification Form Required.** All preliminary plat applications shall include a completed Traffic Impact Analysis Prequalification Form provided by the City. The form shall include, at a minimum, the proposed land use, number of lots or dwelling units, estimated average daily trips, estimated peak-hour trips, proposed access points, and any known transportation or safety concerns.
- iii. **Determination of Required Study.** Based on the Traffic Impact Analysis Prequalification Form, the City Engineer shall determine whether additional traffic analysis is required and the required level of study. In most cases, no further traffic study may be required.
- iv. The standards for each type of study shall be included in the City’s Technical Standards.

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

# Recommended Changes from First Publication

## Final Plat Submittal Requirements

- a. A Final Plat Application and fee shall be submitted.

# Recommended Changes from First Publication

## Detention Basins

202-04-040 (a) (4) Adequate Public Facilities

m . ~~Long term maintenance of improvements, such as drainage ponds, shall be the responsibility of the property owner.~~ If a drainage basin is needed, it shall be completed as part of the first phase of the subdivision. The developer shall maintain the drainage basin until all phases of the subdivision are complete and the last warranty period ends, then the City shall take on ownership and maintenance of the drainage basin. The City shall assess a maintenance fee that the developer shall pay to the City upon transfer of ownership. This fee shall be included in the City's Fee Schedule. The fee is intended to offset future maintenance costs associated with publicly owned infrastructure serving the subdivision.

# Recommended Changes from First Publication

## Performance Financial Guarantee

20-04-040 (b)(1) Adequate Public Facilities

b. **Without a Performance Financial Guarantee, no** building permits shall be issued within the subdivision until all improvements have been installed and inspected, and a letter of acceptance has been issued to the developer by the City stating the public improvements have met Substantial Completion and a Warranty Financial Guarantee has been provided.

# Recommended Changes from First Publication

## Fees

20-04-040 (d) (1)

*h. Maintenance fee*

# Recommended Changes from First Publication

## Performance and Warranty Financial Guarantee

20-04-040 (d) (1)

### (1) Performance Financial Guarantee

#### a. Purpose

- i. To allow the developer to file the approved Final Plat with the County and begin constructing homes or selling lots.
- ii. To guarantee the installation of required improvements.
- iii. To protect homebuyers and lot purchasers from being left in a partially completed development with unfinished roads, utilities, or drainage facilities.

### (2) Warranty Financial Guarantee

#### a. Purpose

- i. To ensure that public improvements remain free from defects and function as intended.
- ii. To protect the City, future property owners, and taxpayers by providing financial security for the repair or replacement of defective improvements at the developer's expense

**ORDINANCE NO. 1724**

**AN ORDINANCE REPEALING AND REPLACING THE CITY OF ALAMOGORDO SUBDIVISION REGULATIONS BY REMOVING SUBDIVISION REQUIREMENTS FROM CHAPTER 22 OF THE CODE OF ORDINANCES AND ADOPTING UPDATED SUBDIVISION REGULATIONS WITHIN CHAPTER 20, LAND DEVELOPMENT CODE, ARTICLE 20-04; AND AMENDING ARTICLE 20-10 DEFINITIONS.**

**WHEREAS**, the City of Alamogordo has determined that its subdivision regulations should be updated and relocated within Chapter 20, Land Development Code, in order to better align subdivision review, land development procedures, infrastructure requirements, and related definitions within one coordinated chapter of the Code of Ordinances; and;

**WHEREAS**, the current subdivision regulations contained in Chapter 22 require modernization to better reflect current development practices, administrative review procedures, public infrastructure standards, and the City's responsibility to protect the health, safety, and welfare of the community; and;

**WHEREAS**, the City recognizes that subdivision regulations directly affect property owners, developers, contractors, design professionals, utility providers, residents, and other stakeholders involved in the orderly growth and development of the community; and;

**WHEREAS**, public workshops were held because stakeholder input is crucial to the development of effective, practical, and transparent subdivision regulations; and;

**WHEREAS**, comments, concerns, and recommendations received through the public workshop process and stakeholder review were considered and incorporated into the proposed ordinance where appropriate; and;

**WHEREAS**, the proposed ordinance was made available for public review for more than thirty days prior to final consideration, allowing interested parties sufficient opportunity to review the proposed amendments and provide feedback; and;

**WHEREAS**, adopting the updated subdivision regulations within Chapter 20, Land Development Code, will improve consistency, clarity, and accessibility by placing subdivision procedures, development standards, and related definitions within the City's primary land development chapter; and;

**WHEREAS**, the City Commission finds that the proposed amendments are in the best interest of the City of Alamogordo and will promote orderly growth, efficient development review, responsible infrastructure construction, and protection of the public health, safety, and welfare.

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

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

**CHAPTER 22** of the Code of Ordinances of the City of Alamogordo, New Mexico, is repealed and removed, and the following language is adopted in Chapter 20 to read:

## Chapter 20 – Land Development Code

### ARTICLE 20-04 – SUBDIVISION REGULATIONS

#### 20-04-010 General Provisions

##### (a) Purpose

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

##### (b) Applicability

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

**(c) Jurisdiction**

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

**20-04-020 Subdivision Procedures****(a) Summary Subdivisions**

- (1) The summary subdivision procedure may be used to add, move, or remove lot lines provided that:
  - a. The number of total lots does not increase by more than two (2).
  - b. All resulting lots meet city ordinance and Technical Standard requirements, including minimum lot size requirements.
  - c. The payments on all outstanding municipal liens are current.
  - d. Any outstanding assessment on any newly created lot by any method is paid in full upon transfer.
  - e. All owners of the subject property sign the plat and application.
  - f. The summary procedure is available for original plats and re-plats.
- (2) Submission requirements. The applicant is required to submit the following to the City Manager or designee:
  - a. Completed application form;
  - b. Applicable fee;
  - c. One electronic PDF of the Final Plat, meeting Final Plat requirements;
  - d. Division of any remaining assessment lien among any lots created by the Summary subdivision; and
  - e. For subdivisions located within the city's extra-territorial jurisdiction, one (1) copy of the Estimated Cost of Infrastructure Improvements.
- (3) The Summary Subdivision Process is as follows:
  - a. Within ten (10) business days of receiving the application and all required submissions and fees, the City Manager or designee, will make an initial determination of eligibility for Summary Subdivision approval. If the proposal is ineligible, the City Manager or designee will notify the applicant within two (2) business days following the initial review that the full subdivision procedure is required.
  - b. Applications expire after ninety (90) calendar days if there is no written response,

resubmittal, or extension request by the developer.

- c. If the Summary Subdivision is eligible, meets city ordinances and Technical Standards, and all pertinent information is provided, the City Manager or designee will approve and sign the Plat within five (5) business days of determined eligibility and submittal of all required documents and fees.

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

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

(5) Certificate of Survey procedure.

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

(6) Extra-territorial platting jurisdiction.

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

## **(b) Minor Platting Process**

(1) Purpose

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

(2) Applicability

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

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

(3) Submittal and Consideration

- a. Applicants shall submit a Final Plat (see Sec. 20-04-030(d) Final Plat) for consideration and approval.
- b. The application shall be reviewed and decided upon in accordance with Sec. 20-02-020 Summary of Procedures and Sec. 20-02-030 Common Review Procedures.

- c. The Planning & Zoning Commission shall conduct a public meeting.
- d. The Planning and Zoning Commission shall approve or disapprove the plat within 35 calendar days of the Official Submittal Date.
- e. Following approval of the Final Plat, the plat shall be filed and recorded with the County Clerk's Office.

### **(c) Major Platting Process**

#### **(1) Purpose**

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

#### **(2) Applicability**

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

#### **(3) Submittal and Consideration**

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Preliminary Plat for consideration in accordance with Sec. 20-04-030(b) Preliminary Plat.
- b. Following Preliminary Plat approval, the applicant shall submit a Final Plat for consideration in accordance with Sec. 20-04-030(d) Final Plat, and Construction Plans for consideration in accordance with Sec. 20-04-030(c) Construction Plans.
- c. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all remaining comments.
- d. Following approval of the Construction Plans, the applicant may begin site grading and installation of public improvements. Improvements shall be inspected in accordance with Sec. 20-04-040(b) Installation and Acceptance of Public Improvements.
- e. Following completion and inspection of the public improvements (or the provision of Performance Security and other requirements outlined in Sec. 20-04-040(b)(1)a.), applicants may file the Final Plat and Building Permits may be issued.
  - i. Final Plats may be filed and Building Permits may be issued prior to completion of all required improvements upon determination of substantial completion (see Sec. 20-04-040(b)(5) Substantial Completion).

### **(d) Plat Vacations**

- (1) Partial for full plat vacations may be approved by the City Manager or designee at the owner's request, in accordance with NMSA 3-20-12.
- (2) The City Manager or designee may require that streets dedicated to the city in the

original plat shall continue to be dedicated to the city. Alternatively, the rights-of-way may be vacated as outlined in this article.

### **(e) Right-of-Way Vacations**

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

## **20-04-030 Plat and Plan Types**

### **(a) Subdivision Development Plan (SDP)**

#### **(1) Purpose**

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

#### **(2) Applicability**

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

- a. An application is made for the single development of more than thirty (30) lots;
- b. A development is to be divided into two or more phases;
- c. A request for annexation is part of the subdivision process; or
- d. Applicant is proposing multiple land uses.

#### **(3) Submittal of a Subdivision Development Plan Application**

- a. Following a pre-application meeting (Section 20-02-030(a)), an applicant may submit the Subdivision Development Plan application.
- b. The application shall be reviewed, and comments shall be provided to the applicant within fifteen (15) business days. After the applicant provides revised materials, a second round of comments shall be provided within ten (10) business days. After the applicant provides revised materials a second time, if further revisions are still needed, an in-person meeting shall be required to resolve all

remaining comments.

- c. A Preliminary Plat may be submitted simultaneously with the Subdivision Development Plan. A Final Plat shall not be submitted at the same time as the Subdivision Development Plan or the Preliminary Plat.
- d. The Subdivision Development Plan shall be prepared by, and have the seal of, an engineer licensed in the State of New Mexico. The survey shall be prepared using the city's coordinate system.
- e. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department with application and fee.
- f. The Subdivision Development Plan and supplemental material shall be submitted to the Planning and Zoning Department no later than 45 calendar days prior to the day of the next regular meeting of the Planning and Zoning Commission for approval consideration.

#### (4) Consideration of a Subdivision Development Plan Application

##### a. Administrative Review and Recommendation

- i. Staff shall review and recommend the application in accordance with Section 20-02-030(d) Staff Review.

##### b. Planning & Zoning Commission Review and Recommendation

- i. The Planning & Zoning Commission shall conduct a public hearing to review the Subdivision Development Plan application and consider the staff recommendation.
- i. The Planning & Zoning Commission shall review comments received from the Technical Review Committee (TRC), and presentations from the applicant or the applicant's representative and from any interested citizens.
- ii. The Planning & Zoning Commission shall make a recommendation to City Commission for approval, conditional approval, or disapproval of the Subdivision Development Plan application.

##### b. City Commission Action

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

#### (5) Effect of Subdivision Development Plan Approval

- a. If a complete Subdivision Development Plan application for a phased development project was submitted prior to the Effective Date of this ordinance and was ultimately approved, the entire development project may develop under the approved SDP and regulations in place at the time of the SDP submittal.

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

#### (6) Subdivision Development Plan Requirements

- a. The SDP shall be provided electronically in PDF format. Plan sheets must be at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole.
- b. Application signed by all property owners (including all parties having an equitable interest, trustees of an estate or all persons having a specific power of attorney) for the subject property, as recorded with the Otero County Clerk.

- c. Application fee;
- d. Name of Subdivision Development Plan/development;
- e. Detailed area/vicinity map clearly showing the surrounding area and the proposal's relationship to existing road networks, and existing natural and/or constructed features that may impact the development or may be impacted by the development.
- f. Adjacent land ownership within 100 feet. Note subdivision and/or owner's names and recording information Book, Page and Date;
- g. Date of preparation, north arrow, written and graphic standard engineering scale;
- h. Legal description including acreage and survey ties (may be approximated at this stage);
- i. Name and contact information for developer;
- j. Name and contact information for consultant preparing the SDP;
- k. Boundary line of development area, and acreage or square footage;
- l. Proposed land use, by parcel or phase. Residential parcels shall provide gross density range;
- m. Present zoning;
- n. Proposed zoning, if applicable;
- o. Contours – typical 20-foot intervals or intervals that adequately present the elevation difference of the land;
- p. Adjacent land use and zoning district identification;
- q. Proposed location, length, width, and point of intersection of transportation systems;
- r. Existing and proposed points of ingress and egress;
- s. Significant natural features such as arroyos;
- t. NFIP Special Flood Hazard Areas;
- u. Easements with all public easements labeled as “easement for public use” and identified use;
- v. Tabular information, to include:
  - i. Land use of each phase;
  - ii. Approximate acreage or square footage for each phase;
  - iii. Total number of residential dwelling units, minimum and maximum range;
  - iv. Number of dwelling units by type;
  - v. Dwelling units per acre for each phase;

- vi. Area of public and private facilities, including approximate acreage proposed for open space and right-of-way;
- vii. Approximate additional population to be generated by development, if applicable, based on census data;
- viii. Approximate additional traffic estimated to be generated by development, utilizing current ITE Trip Generation Manual;
- ix. Approximate additional public utility demand (water and sewer);
- w. Approval block for signature by City Manager or designee, signifying the final approval and date of the Subdivision Development Plan.
- x. A conceptual utilities plan containing enough information to provide a general outline of the utility-routing plans, connections to city utilities, locations and sizes of existing and proposed utilities planned to be provided to the development. Utilities must meet current Technical Standards;
- y. A conceptual drainage plan containing enough information to provide a general understanding of how drainage issues should be addressed. Drainage plans shall meet City of Alamogordo ordinance and Technical Standards;
- z. Conceptual traffic-related improvement plans, containing enough information to provide a general understanding of how any increase in traffic on adjacent and internal public streets will be addressed by the developer;
- aa. Copy of public notification letter(s);
- bb. A development phasing schedule including the sequence of each proposed phase (if applicable).

## **(b) Preliminary Plat**

### **(1) Purpose**

- a. The purpose of the Preliminary Plat is to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of all adopted City plans, rules and regulations, and the Subdivision Development Plan, if applicable.

### **(2) Applicability**

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

### **(3) Submittal of a Preliminary Plat Application**

- a. Following a pre-application meeting (Sec. 20-02-030(a)), an applicant may submit the Preliminary Plat application.
- b. Submittal and processing of the Preliminary Plat application shall follow Sec. 20-

#### 20-02-030(c) Application Submittal and Processing.

- c. Applications expire after ninety (90) calendar days if there is no written response, resubmittal, or extension request by the developer.
- d. Requests for zoning variances or exceptions may be considered in conjunction with the plat request.

#### (4) Consideration of a Preliminary Plat Application

##### a. Administrative Review and Recommendation

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

##### b. Planning & Zoning Commission Action

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

##### c. Effect of Preliminary Plat Approval

Approval of a Preliminary Plat shall not constitute approval of the Final Plat, but shall signify the general acceptability of the proposed subdivision. Preliminary Plat approval shall constitute permission to prepare and submit the Construction Plans for all improvements for the proposed subdivision. Construction Plans shall not be considered until Preliminary Plat approval is complete.

##### d. Effective Term and Expiration

- i. Preliminary Plat approval shall be effective for no more than three years from the date of approval. If Construction Plans or a Final Plat application has not been submitted, the Preliminary Plat shall expire, and a new Preliminary Plat application must be submitted for approval.
- i. If the approved Preliminary Plat contains more than one phase, a Final Plat must be submitted within every three years thereafter until all phases are complete; otherwise, the Preliminary Plat shall expire.
- ii. If an approved Final Plat is allowed to expire, the Preliminary Plat shall also expire.

iii. The City Manager or designee may approve one (1) extension of validity for a preliminary plat for a time not to exceed one (1) year; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval. A plat extension shall be automatically conditioned to require compliance with all City codes, regulations, and specifications in place at the time of development of the plat in question.

e. Deviations from an Approved Preliminary Plat

i. Any Final Plat submittal that results in a substantial change to an approved Preliminary Plat will require resubmittal of the Preliminary Plat in its entirety and may trigger the need for a noticed area meeting at the discretion of the City Manager or designee. Minor modifications shall be considered by the City Manager or designee.

ii. Substantial changes will be subject to a Planning & Zoning Commission public meeting, with the same requirements as an original application. Substantial changes shall include but are not limited to:

1. Any major change in land use or use intensity (e.g., shifting or increasing drainage areas, adding a trail easement);
2. Modifications of vehicular traffic circulation on arterials, collectors and/or major local designated streets;
3. Roadway network changes;
4. An anticipated increase in residential density;
5. Any change in the Preliminary Plat that is determined by the City Manager or designee to be substantial.

f. Appeal

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

(5) Preliminary Plat Submittal Requirements

a. A Preliminary plat conforming to the requirements of this article, prepared and stamped by a professional land surveyor, using city coordinate system, as provided in the current Technical Standards. In general, the preliminary plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and contain an index map showing the relationship of the sheet to the whole. The following information shall be shown, unless specifically added or waived in accordance with Sec. 20-02-030(c)(3) Modification, Addition, or Waiver of Required Submittal Materials.

b. Application and review fee;

c. Name of proposed subdivision;

d. Total acreage of subdivision, to nearest one-hundredth of an acre;

e. Detailed area/vicinity map sufficient for the subject property to be located in the

- field, showing existing road networks to include a minimum of two major thoroughfares, outline of surrounding parcels and existing natural and/or constructed features that may impact the development;
- f. Name and address of developer;
  - g. Name and address of person, corporation, or organization preparing the Preliminary Plat;
  - h. A statement of ownership signed by the legal owner on the Preliminary Plat;
  - i. Proposed phasing, which will require a Subdivision Development Plan for final approval of the development;
  - j. Existing conditions:
    - i. Present site designation or subdivision name;
    - ii. Public rights-of way and easements adjacent to and on-site including location, width and purpose of each, with all public easements labeled and existing recording information for each;
    - iii. Existing storm drain facilities adjacent to and on the site;
  - k. An accurate and complete boundary survey of the land to be developed, meeting or exceeding Minimum Standards for Surveying NMAC 12.8.2.
    - i. Boundary survey will include all monuments found and monuments to be set.
    - ii. Boundary lines shall be given in bearings (degrees, minutes, and seconds).
    - iii. Distances shall be shown in feet to the nearest hundredth.
    - iv. Curved boundary lines will provide sufficient data to be reestablished on the ground and shall include central angle, radius, arc length, chord bearing and distance.
    - v. Contact information for the surveyor that performed the survey.
  - l. Zoning or proposed zoning shall be shown;
  - m. Special Use Permits and any Variance requests shall be identified;
  - n. Uniquely identify each lot, by lot number and block. Size of lots will be identified with lot line dimensions in feet to the nearest hundredth.
  - o. Sufficient information to show that all lots meet the requirements of city ordinances, codes and regulations, including setbacks and clear sight triangles at intersections;
  - p. Proposed lot lines and public rights of way, street widths, rights of way for public services or utilities, dimensions and locations of areas for purposes of tracts proposed to be reserved for the public.
  - q. Conceptual utilities plan. The conceptual utilities plan shall contain enough information to provide a general outline of the proposed utility-routing plans for the development, including locations and sizes of existing and proposed utilities to be provided to the development to meet the City of Alamogordo Technical

standards.

- r. **Traffic Impact Analysis.** Refer to Article 20-06 Site Planning and Development Patterns. Traffic Impact Analysis, ITE Traffic Impact Analysis guidelines, and other requirements as approved in consultation with the City Manager or designee. For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the TIA until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the TIA.
- s. **Master Drainage Study.** The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). For Preliminary Plats that are submitted without a preceding Subdivision Development Plan, the applicant may opt to delay the Master Drainage Study until after Preliminary Plat approval and before or with Construction Plan submittal; however, applicants should be aware that Preliminary Plat resubmittal may be required based on outcomes of the Master Drainage Study.
- i. The study report shall include, but not be limited to, the following information and calculations:
1. Calculation for peak flow from all offsite tributary drainage areas.
  2. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
  3. Preliminary analysis of 100-year floodplain and major drainage ways.
  4. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
  5. Discussion and analysis of downstream drainage facilities.
  6. Discussion of anticipated drainage problems within the proposed development and possible solutions.
  7. Report shall be typed on 8½-inch x 11-inch pages.
  8. Drawings for the master drainage study shall include, but not be limited to, the following:
    - Any and all floodplains and flood ways must be identified. A copy of applicable FEMA floodplain map is required indicating limits of current study.
    - Existing topography
      - For land that slopes less than approximately five percent, show contour lines at intervals of not

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

### **(c) Construction Plans**

#### **(1) Purpose**

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

#### **(2) Applicability**

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

#### **(3) Submittal of Construction Plans**

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

#### **(4) Consideration of Construction Plans**

- a. The Planning and Zoning Department shall review the submittal for completeness in accordance with Sec. 20-020-030(c) Application Submittal and Processing.
- b. Construction Plans and supplemental material will be processed by the applicable City departments and other governmental agencies for review, comments, and recommendations and forwarded to the City Manager or designee.
- c. The City Manager or designee shall forward any comments to the applicant for completion. Construction Plans and supplemental material that receive comments shall be resubmitted and reviewed until the provisions set forth in this section are met. At that time, the Construction Plans shall be approved, the construction approval block signed by the appropriate authorities and a construction permit issued (if the Final Plat has received approval from the appropriate authority).
- d. Whenever comments received by the City departments are in conflict, the City Manager or designee will determine the appropriate procedure to be followed, utilizing the TRC where appropriate, in order to resolve said conflict or disagreement.

#### (5) Appeal

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

#### (6) Term and Expiration

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

#### (7) Engineer of Record Responsibility

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

#### (8) Construction Plan Submittal

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

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

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

- runoff within curbs overtopped not more than six (6) inches;
- xi. Detention ponds shall be used to detain storm runoff increase post-development and shall be designed for the one-hundred-year return period rainfall event with the 24-hour duration;
- xii. Connections to any existing drainage systems.
- e. Final Traffic Impact Analysis (TIA) report and required infrastructure improvements shall be included as part of the construction drawing submittal with requirements as noted in Article 20-05 Development Standards, ITE guidelines, and approved in consultation with the City Manager or designee;
- f. Utility Extension Application
- g. Pretreatment Questionnaire;
- h. Construction Plan Set shall included:
  - i. Boundary lines, bearings, and distances;
  - ii. Easements with location, width, purpose, and recording information;
  - iii. Information on adjacent land within one-hundred (100) feet, including ownership, and recording information;
  - iv. Developer and engineer/architect information;
  - v. Zoning information;
  - vi. Lot sizes, dimensions, and character meeting zoning and Technical Standard requirements;
  - vii. Location of private utility easement(s).
- i. Utility and street plans and profiles, formatted for 24-inch x 36-inch sheets stamped by a New Mexico licensed, registered professional engineer, at a scale of one hundred feet to one inch or larger and plans and profiles of 1:5 vertical and 1:50 horizontal. Utility and street plan sheets shall include:
  - i. Title block;
  - ii. Horizontal and vertical scale;
  - iii. Date and revisions;
  - iv. Professional Engineer Stamp, name and firm;
  - v. Drawing numbers;
  - vi. Legends;
  - vii. Street names;

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

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

#### **(d) Final Plat**

##### **(1) Purpose**

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

##### **(2) Applicability**

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

##### **(3) Review and Approval of Final Plats**

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

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

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

#### (4) Effect of Final Plat Approval

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

#### (5) Revisions to an Approved Final Plat

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

#### (6) Expiration

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

#### (7) Appeal

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

#### (8) Final Plat Submittal Requirements

- a. The Final Plat shall be provided electronically in PDF format on 24-inch by 36-inch sized pages at a scale that legibly and adequately represents the information. If more than one sheet is used, all sheets must be indexed and

contain an index map showing the relationship of the sheet to the whole.

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

(9) Final Plat submittals shall include:

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

- o. Minimum setback limits for each lot;
- p. Traffic Impact Analysis (unless provided with a Preliminary Plat). Refer to Article 20-06 Site Planning and Development Standards, Traffic Impact Analysis;
- q. Master Drainage Study (unless already provided with a Preliminary Plat). The purpose of the master drainage study is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins that are contributory to the proposed study area. In addition, the ability of downstream drainage facilities to pass the developed runoff from the proposed development must be analyzed in the master drainage study. The master drainage study shall contain a general outline of the proposed drainage routing plans for the development. The digital format of the report contents must be provided (e.g., AutoCAD, HEC-RAS, etc.). The report shall include, but not be limited to, the following information and calculations:
  - i. Calculation for peak flow from all offsite tributary drainage areas.
  - ii. Calculations for peak flow within the proposed development for all drainage basins larger than 20 acres.
  - iii. Preliminary analysis of 100-year floodplain and major drainage ways.
  - iv. Closed sub-basin analysis of 100-year floodplain and major drainage ways.
  - v. Discussion and analysis of downstream drainage facilities.
  - vi. Discussion of anticipated drainage problems within the proposed development and possible solutions.
  - vii. Report shall be typed on 8½-inch x 11-inch pages.

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

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

therefore, the number of sub-basins analyzed in the report shall be held to the smallest practical amount.

- r. A Title Commitment certified by the title company showing that applicant is the landowner;
- s. Proof of current tax status with the County Assessor;
- t. Signed statements by the developer dedicating public rights-of-way and granting all required easements for public use. Include a statement that the subdivision is planned with the free consent of and in accordance with the desire of the undersigned owner of the land, acknowledged in a manner required for acknowledgment of deeds. The dedication statement shall read as follows;

#### DEDICATION

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

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

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

## 20-04-040 Adequate Public Facilities

### (a) Development Agreement

#### (1) Purpose

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

#### (2) Applicability

- a. A Development Agreement shall be needed at the end of a Major Platting Process, after Final Plat and Construction Plans have been approved.

#### (3) The developer shall provide an Estimated Cost of Infrastructure Improvements (ECII) to the city for review before a Development Agreement will be executed.

#### (4) The contract shall contain, among other provisions, the following:

- a. The developer agrees to provide approved Construction Plans for construction of improvements such as grading, drainage, and ponding that will impact building on individual lots/parcels to each purchaser of lots/parcels.
- b. Developer shall agree to abide by and comply with the layout, drawings, and reports as finally approved by the City and to complete the subdivision in accordance with the plans and specifications.
- c. The developer shall agree to supply and install, at the developer's expense, all water lines and sewer lines of approved size, materials and quality within the subdivision in accordance with the current Technical Standards. Developer shall install all materials and appurtenances necessary to service and support the subdivision for a sufficient distance outside the subdivision to connect to the city's sewer and water system, as approved in the Construction Plans.
- d. The developer shall agree to protect drainage structures, to build bridges, culverts and such other drainage facilities in the area as may be necessary to protect the subdivision, the city, and other lands in the area from floods by reason of such development, as approved in the Construction Plans.
- e. The developer shall agree to lay and construct all paving, curbs and gutters, and sidewalks, using the current Technical Standards, and to connect such improvements with the existing paving, curbs, gutters, and sidewalks, as approved in the Construction Plans.
- f. Before and during the Warranty Period, the developer shall agree to repair all damages to water lines, sewer lines, manholes or any other damaged appurtenance at the developer's expense.
- g. Materials used in performing the work shall meet the current Technical Standard requirements. Material tests and documentation shall meet the

requirements of the current Technical Standards. If materials do not meet requirements, the developer will be required to remove deficient materials and reconstruct with materials that meet requirements.

- h. The developer agrees to provide easement and right-of-way information to purchasers of lots/parcels.
- i. The developer or owner shall agree that all public infrastructure shall be subject to inspection, approval, and acceptance by the city and its duly designated agents and/or employees. The developer or owner shall, upon approval of the Construction Plans and specifications for infrastructure installations to be done hereunder, pay to the city the designated fee to compensate the city for inspection services.
- j. The developer shall agree to provide record drawings of public infrastructure improvements for each phase before the subdivision will be accepted by the City.
- k. The developer shall agree that all public infrastructure shall be inspected and accepted by the City before any city utility service will be provided to the lots.
- l. For a period ending one (1) year after the city accepts the subdivision improvements for maintenance, the developer shall agree to make all repairs to the public infrastructure and to replace all defective material or workmanship which may become apparent before or after the subdivision is accepted by the city. No acceptance or approval by the city or other agent or employee shall relieve the developer from these obligations. The city shall not be deemed to have waived any of the requirements of this chapter by virtue of its acceptance of any easement or right-of-way from the developer.
- m. Long-term maintenance of improvements, such as drainage ponds, shall be the responsibility of the property owner.
- n. The Development Agreement shall be recorded with the County Clerk's office along with the Final Plat. The developer shall agree that the Agreement shall be covenants running with the land and shall constitute a lien on the land.

## **(b) Installation and Acceptance of Public Improvements**

### **(1) Public Improvements Required for Final Plat**

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

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

filed with the City, along with a development agreement outlining the improvements to be completed, any cost sharing agreements (e.g., oversizing), and other terms as required by the City Manager or designee.

- ii. If required improvements have not been installed within the 24 month period, the City Manager or designee may approve one (1) extension for a time not to exceed six (6) months; provided that the applicant or property owner files with the Planning & Zoning Department a written request for the time extension before the expiration of the original permit or approval.
    1. Any further extension of time for completion of required improvements shall require approval of the Planning & Zoning Commission.
    2. Updated improvement cost estimates and additional performance security may be considered as a condition of any approved extension.
  - iii. With the Performance Financial Guarantee, the developer shall have five (5) years from approval of Final Plat to complete the ADA-compliant sidewalks. ADA ramps shall be constructed at the time curb and gutter are put in.
  - iv. If the City determines that the subdivider will not construct any or all of the improvements in accordance with the specifications, the City may withdraw and employ from the deposit of collateral such funds as necessary to construct the improvements in accordance with the specifications.
- b. No building permits shall be issued within the subdivision until all improvements have been installed and inspected, and a letter of acceptance has been issued to the developer by the City stating the public improvements have met Substantial Completion and a Warranty Financial Guarantee has been provided.

## (2) Installation of Public Improvements

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

### (3) Inspection and Acceptance of Public Improvements

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

### (4) Substantial Completion

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

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

#### (5) Warranty Period

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

#### (c) Exception Request Requirements

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

Exception requests shall include, at a minimum:

- (1) Development name;
- (2) Requestor contact information;
- (3) Engineer/Architect contact information, if applicable;
- (4) Subject of Exception Request (ordinances and/or Technical Standards);
- (5) Logic and justification for the request with all pertinent information and backup

documentation;

(6) Explanation of why the Exception would benefit the city and its citizens;

(7) Review fee.

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

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

(1) The following shall be paid by the developer or owner to the city, when applicable:

- a. Plat Vacation fee
- b. Right-of-Way Vacation fee
- c. Summary Subdivision fee
- d. Preliminary Plat application fee
- e. Subdivision Development Plan review fee
- f. Performance Financial Guarantee
- g. Warranty Financial Guarantee
- h. Development Inspection fees
- i. Certificate of Survey fee
- j. Final Plat application fee
- k. Exception Review fee
- l. Penalty for beginning work on subdivision before NTP

(2) All fee amounts can be found in the City of Alamogordo Fee Schedule available on the City's website.

(3) The estimated cost of infrastructure improvements (ECII) for a development or phase, for the purpose of determining Performance Financial Guarantee, Inspection Fees, or Warranty Financial Guarantee shall be based on quantities and unit prices. The ECII shall be developed and stamped by a registered professional engineer and approved by the City Manager or designee.

(4) The Performance Financial Guarantee shall be provided to the city, which must cover 110% of the approved estimated cost of all public infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee:

- a. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
- b. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.

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

(5) A Warranty Financial Guarantee shall be provided at the establishment of the Warranty Period. The Warranty Financial Guarantee shall be 10% of the approved estimated cost of infrastructure improvements. The following forms of Financial Guarantee shall be provided, subject to approval by the City Manager or designee.

- a. Performance bond. A surety bond acceptable to the city to cover estimated costs of improvements.
- b. Escrow account. An account established with a financial institution in the amount of the projected costs of improvements.
- c. Irrevocable stand-by letter of credit. Irrevocable authority to draw a draft for the projected costs of improvements.
- d. Cashier's check. An amount of Financial Guarantee acceptable to the city to cover the projected costs of the improvements.
- e. Any other form of Financial Guarantee approved by the City Manager or designee and legal staff.

#### **(e) Public Facilities**

##### **(1) Streets**

- a. The arrangement of streets in a subdivision shall either:
  - i. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or
  - ii. Conform to a plan for the neighborhood approved by the City Manager or designee to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.
- b. Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.
- c. Reserve strips controlling access to streets shall be prohibited except where their control is placed in the city under conditions approved by the city. Should these reserve strips become unnecessary due to adjacent development they shall revert to the owner or the owner's assigns.
- d. Reverse curves on arterial and collector streets shall have minimum tangent length

of one hundred (100) feet.

- e. When connecting street lines deflect from each other at any one (1) point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure a sight distance of not less than one hundred (100) feet for local and collector streets and of such greater radii as the city staff shall determine for special cases.
- f. Streets shall be laid out to intersect near as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.
- g. Street right-of-way widths shall meet the requirements of the current Technical Standards.
- h. Wherever a one-half (½) street is adjacent to a tract to be subdivided, the other one-half (½) of the street shall be platted within such tract.
- i. No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the City Manager or designee.
- j. Street grades shall comply with current NMDOT design standards with due allowances for reasonable vertical curves.
- k. Sidewalks, meeting current ADA and Technical Standard requirements shall be constructed by the developer and/or contractor;
- l. Streets shall accommodate trash pickup service.
- m. Utility and street improvements shall be provided in each new subdivision in accordance with the current Technical Standards, and in accordance with the comprehensive plan, and all amendments, modifications and/or additions thereto. In any instance in which there is any conflict between or within the Technical Standards, city ordinances and the comprehensive plan, the more stringent requirement shall apply.
- n. Public improvements shall be constructed, inspected, and accepted before the Final Plat is recorded with the County Clerk's Office. Lots may not be sold before Final Plat recording, except for as provided in the alternate processes as defined in this article.

## (2) Blocks

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

- iv. Pedestrian crosswalks, meeting the current Manual on Uniform Traffic Control Device (MUTCD) standards, shall be installed at required intersections.

### (3) Lots

- a. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall meet all city ordinances and the Technical Standards. Lot dimensions shall conform to the requirements of all city ordinances and the Technical Standards
- b. Depth and width of properties reserved or laid out for commercial or industrial purposes shall comply with all city ordinances and Technical Standards.
- c. Corner lots for residential use shall have extra width to allow appropriate building setback from and orientation to both streets, meeting all city ordinances and Technical Standards.
- d. Each lot shall have access to an adjacent public street, by means of direct access or an easement.
- e. Double frontage lots shall be avoided, except where it is essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.
- f. Side lot lines shall be substantially at right angles or radial to street lines.

### (4) Parks

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

### (f) Monuments

- (1) Monuments shall be placed at all block corners, angle points, points of curves in streets, and at all property corners. Such monuments shall be made of metal at least one-half (½) inch in diameter and sixteen (16) inches long with the surveyor's license number on a cap affixed to the top of the rebar.
- (2) Monuments shall meet the requirements as set forth in the current Minimum Standards

for Survey in New Mexico.

### **(g) Easements**

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

### **(h) Municipal liens**

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

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

## **ARTICLE 20-10 – DEFINITIONS**

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

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

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

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

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

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

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

Commission, city – The governing body of the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or subdivision.

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

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

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

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

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

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

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

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

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

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

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

Lot width –

1. For lots with a consistent width from front to rear lot line, the horizontal distance between the side lot lines, measured along a straight line parallel to the front lot line.

2. For corner lots or irregular lots, the length of a line between the two side lot lines, measured at the front building setback line, and at right angles to an axis connecting the midpoints of the front lot line and the rear lot line.

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

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

Pedestrian way – A specifically designated place, means, or way by which pedestrians are

provided safe, adequate, and usable circulation; normally provides access through the interior of a property or development. Does not include street or vehicular easement or right-of-way or required sidewalk along a street or vehicular way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sewage facilities – The devices and systems which transport domestic wastewater from residential or commercial property, treat the wastewater, and dispose of the treated water following the minimum state standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Severability Clause.**

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

### **Repeal Not to Affect Pending Matters.**

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

## **Chapter 22 SUBDIVISION REGULATIONS**

### **ARTICLE 22-01. SUBDIVISION REGULATIONS**

#### **PHILOSOPHY**

The city is interested in the economic growth and development of the city. This development must be balanced with the preservation of the quality of life that makes the city a unique and attractive place to live and work. There are numerous costs and benefits associated with development and some may benefit only a few while others may benefit the entire community. Economic benefits may initially go only to a few, but in the long term, the entire community benefits from growth. While the need for an increase in public safety may be initiated by increased development, an increase in overall service benefits everyone. The same is true with the costs associated with the increase in infrastructure as a result of development. Some, such as residential streets and other neighborhood utilities may only benefit those who live in the development and

the developer should incur the associated costs of development. Other development costs, such as the extension of major thoroughfares and water and sewer lines, ultimately benefits the city as a whole and to some degree should be paid by everyone. Again, as in the balance between the quality of life and the impact of increased development, there must be a common understanding of the needs of the developer and the existing needs of the city. This article is a procedure to address and resolve these sometimes conflicting needs.

## **22-01-010. Definitions.**

For the purpose of these regulations, which shall be known as and may be cited as "City of Alamogordo Subdivision Regulations," certain words used herein are defined as follows:

*Access or access way.* The public or private street by which pedestrians and vehicles shall have lawful and usable ingress and egress to a property line.

*Alamogordo comprehensive plan.* The current planning documents and related materials officially adopted by the city, containing the goals, objectives and policies pertaining to urban growth, community facilities, infrastructure, circulation, housing and other subjects related to the development of the city.

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

*Association, owner's.* An association that is organized in a development in which individual owner's share common interests and responsibilities for cost and upkeep of common open space or facilities.

*Block.* A unit of land bounded by streets or by a combination of streets and public land, railroad right of way, waterways, or any other barrier to the continuity of development. *Buildable area.* The portion on a lot remaining after required setbacks and open spaces have been provided.

*Building permit zone.* That area within the extra-territorial jurisdiction of the city that is subject to inspection for building and related matters by city staff, as adopted by the city commission.

*Building setback line.* An imaginary line on private property established by ordinance or plat, which regulates the location of buildings or structures as they relate to the site property lines.

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

*Commercial unit development.* A platted lot, zoned for commercial, manufacturing or industrial uses, which is further divided into more than one (1) lot and where all additional lots are provided access to a public or private street through a private easement. The access shall be a parcel of land over which a private easement for road purposes, having a minimum paved width of twenty (20) feet, is granted to all owners of property within the commercial unit development. In each instance the instrument creating such private easement, including the original agreement and any changes thereto resulting from the sale, lease or creation of additional lots, shall be held in perpetuity between all signatories, owners or lessees, to the agreement or their successors in interest, shall run with the land and be unseverable, and shall be duly recorded and filed with the office of the county clerk. A copy of the private easement instrument shall be provided with all building permit applications where a property is developed as a commercial unit development.

~~*Commission, city.* The governing body of the city. Final approval of all subdivisions in the planning and platting jurisdiction of the city rests with this body or the person or persons designated such authority by the governing body of the city.~~

~~*Commission, county.* The county commission of the County of Otero, which is responsible for the maintenance of any offered dedications, indicated on a plat outside the city, by the entry, use or improvement within the extraterritorial jurisdiction.~~

~~*Commission, planning and zoning.* The commission appointed by the mayor, which is responsible for making recommendations to the city commission regarding municipal planning, zoning and development within the area of the master plan.~~

~~*Common open space.* The private land in a planned development in which the owners have an undivided interest.~~

~~*Concept plan or master plan.* A plan for implementing an integrated development scheme for all phases of a proposed development, and is intended to provide a general consensus regarding compliance with this article.~~

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

~~*Cul-de-sac.* A local street with only one (1) outlet having an appropriate terminus for the safe and convenient reversal of traffic movement.~~

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

~~*Development agreement.* An agreement between the city and a property owner through which the city agrees to vest development use and intensity or refrain from interfering with subsequent phases of development through new city legislation in exchange for the provision of public facilities or amenities by the property owner in excess of those required under the current ordinance.~~

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

~~*Driveway, common.* A vehicular way serving more than one (1) lot or parcel of land, where a maintenance agreement exists between the owners of the lots or parcels of land which utilize the common driveway.~~

~~*Easement, private.* A right of use granted for the limited use of private land owners and where general use and maintenance of such area is governed by an agreement which runs with the land and is recorded with the office of the county clerk. This easement is severable only by mutual consent of all of the parties that benefit from this easement.~~

~~*Easement, public.* An easement dedicated by subdivision plat or metes and bounds to and for use by the public, which is included within the dimensions or areas of lots or parcels.~~

~~*Exempted subdivision.* A division of land in the planning and platting jurisdiction of the city and qualifies to be exempt based on the seven (7) exemptions listed under the definition of a subdivision. This division is approved administratively similar to the summary procedure.~~

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

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

~~*Filing.* The process by which a person desiring approval of a subdivision makes application to the planning coordinator, which application meets all of the plat submission requirements.~~

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

~~*Grade.* The slope of any surface specified in percentage terms or in terms of elevation.~~

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

~~*Immediate family member.* The husband, wife, father, step father, mother, step mother, brother, step brother, sister, step sister, son, step son, daughter, step daughter, grandson, step grandson, granddaughter, step granddaughter, nephew, and niece, whether related by natural birth or adoption.~~

~~*Improvement.* Any man-made, fixed item that becomes a part of or placed upon real property.~~

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

~~*Lot.* A parcel of land occupied or intended to be occupied by a main building or group of main buildings and accessory buildings, together with such yards, open spaces, lot width and lot areas, as are required by this article and having frontage upon an easement or right of way either public or private and either shown on a plat of record or described by metes and bounds.~~

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

~~*Lot, corner.* A lot located at the intersection of two (2) or more streets.~~

~~*Lot depth.* The horizontal distance between the front and rear lot lines, measured as follows:~~

~~(1) Where the lot lines are straight, from the midpoints thereof;~~

~~(2) Where the lot line curves in (concave), from the midpoint of the chord;~~

~~(3) Where the lot line curves out (convex), from the midpoint of the curve between the side property lines.~~

~~*Lot, double frontage.* Any lot having frontage on two (2) public streets which are nonintersecting.~~

~~*Lot, interior.* Any lot having frontage on one (1) street only.~~

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

~~*Lot line zero.* The property line where the outside wall of a structure may be located.~~

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

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

~~*Lot width, average.* The lot area divided by the lot depth.~~

~~*Median.* A strip of land that separates the opposing flows of traffic on a street.~~

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

~~*Park zone.* An area surrounding a proposed or existing park that can reasonably derive benefit from that park. Factors to be considered in determining a park zone shall include, but are not limited to, the following: the current city parks and recreation development zones map, the size of the park, the size and number of residential units in the surrounding neighborhoods, the amount of remaining open space in the area, and the benefit to the residential units in the area.~~

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

~~*Phased development.* A designated portion of a subdivision concept plan that has been approved for development.~~

~~*Plans, street, utility and grading (SUG).* The plan(s) required by the city for construction and installation of public improvements necessary to provide required services for proper development; including but not limited to, plans for grading, drainage facilities, water and sewer, open space, parks and other recreational space, streets, and illumination of streets.~~

~~*Planned development.* A development on property which is planned and built to achieve a cohesive relationship between uses and facilities; which has been platted in accordance with this article; and which either has received designation from the planning authority as a planned residential development or which is otherwise appropriately zoned.~~

~~*Planning authority.* The governing body of the City of Alamogordo, Otero County, New Mexico or the person or persons designated such authority by the governing body of the City of Alamogordo, Otero County, New Mexico.~~

~~*Plat.* The map, chart, survey, plan or replat certified by a licensed land surveyor containing a description of the subdivided land with ties to permanent monuments.~~

~~*Plat, certificate of survey.* A replat complying with section 3-20-2, NMSA 1978, as amended or superceded from time to time, provided that all applicable requirements are met. The resubdivision of platted tracts, which are less than one (1) acre and which are contiguous with each other, for the purpose of increasing or reducing the size of such contiguous tracts, but not less than the minimum standard size required by the political subdivision. A certificate of survey setting forth the legal description of tracts resulting from such resubdivision shall be filed with the proper planning authority, the county clerk and the county assessor.~~

~~*Plat, correction.* A plat, which may be administratively processed without city commission review, when the planning authority determines that the plat is correcting an error in the original plat. Affidavits prepared by the original surveyor and recorded with the county clerk, with city approval, are also acceptable methods of correcting minor plat errors.~~

~~*Plat, final (FP).* The plat that may be formally processed for final consideration by the planning authority and subsequently filed.~~

~~*Plat, (conditional) preliminary.* The map or plan tentatively describing the parcel of land, submitted for city staff review to permit incorporation of changes of design, street alignment and widths, lot arrangement, size and other design considerations.~~

~~*Plat, preliminary/final.* a plat, which may be formally processed without preliminary plat review when the planning authority determines the preliminary processing is unnecessary because of the uncomplicated nature of the plat.~~

~~*Plat, summary.* A plat that meets the criteria established for administrative final approval.~~

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

~~*Procedural determination conference.* A conference between the subdivider or the subdivider's representative and city staff for the purpose of allowing city staff to determine specific procedural submission requirements for a given proposed subdivision and to insure that the subdivider and the subdivider's representatives are aware of and understand those requirements.~~

~~*Public right-of-way.* The property dedicated to and accepted by the governing body of the city, for use by the city. This transfer is in fee simple.~~

~~*Recording.* The act of processing a subdivision plat, which has been approved by the city as required by this article, as an official record in the office of the county clerk.~~

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

~~*Reserve strip.* A parcel or tract of land that the city feels may be necessary in the future to continue and to preserve access for future developments in the area. Should development occur and this tract not be utilized it shall revert to the subdivider (also see street stub).~~

~~*Re-subdivision.* See "replat."~~

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

~~*Sewerage facilities.* The devices and systems which transport domestic wastewater from residential or commercial property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards.~~

~~*Street, arterial.* Streets that are used primarily for fast or heavy traffic.~~

~~*Street, collector.* Streets that carry traffic from local streets to the major system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.~~

~~*Street, local.* Streets used to carry traffic to the major system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.~~

~~*Street, marginal access.* A frontage road which limits the access of traffic to an arterial.~~

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

~~*Street centerline.* The line midway between the sidelines of the street right-of-way.~~

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

~~Subdivider. Any property owner(s), or representative(s) thereof, who is/are dividing or proposing to divide land so as to create a subdivision.~~

~~Subdivision. For the purpose of approval by the city is:~~

- ~~(1) For the area of land within the corporate boundaries of the city, the division of land into two (2) or more parts by platting or by metes and bounds description into tracts for the purpose of:
  - a. Sales for building purposes;
  - b. Laying out a municipality or any part thereof;
  - c. Adding to a municipality;
  - d. Laying out suburban lots; or
  - e. Resubdivision.~~
- ~~(2) For the area of land within the extraterritorial subdivision and platting jurisdiction of the city (as defined in section 3-20-5, NMSA, 1978), the division of land into two (2) or more parts by platting or by metes and bounds description into tracts of less than five (5) acres in any one (1) calendar year for the purposes of:
  - a. Sale for building purposes;
  - b. Laying out a municipality or any part thereof;
  - c. Adding to a municipality;
  - d. Laying out suburban lots; or
  - e. Re-subdivision.~~
- ~~(3) However, subdivision does not include:
  - a. The sale or lease of apartments, offices, stores, or similar space within a building.
  - b. The division of land created by court order where the order creates no more than one (1) parcel per party.
  - c. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased.
  - d. The division of land to create burial plots in a cemetery.
  - e. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this shall be limited to allow the seller or donor to sell or give no more than one (1) parcel per tract of land per immediate family member and shall be further limited to those divisions which do not result in any parcel being smaller than two (2) acres or lacking legal access, and provided further that no new parcel created may be sold or transferred, other than to an immediate family member, for a period of three (3) years after such creation.~~

- ~~f. The division of land created to provide security for mortgages, liens, or deeds of trust, provided that the division of land is not the result of a seller-financed transaction.~~
- ~~g. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in section 501(c)(3) of the U.S. IRS Code of 1986, as amended; school, college, or other institution with a defined curriculum and a student body and faculty which conducts classes on a regular basis; or to any church or group organized for the purpose of divine worship, religious teaching, or other specifically religious activity.~~

~~*Technical standards, City of Alamogordo.* The current detailed design standards developed in consultation with industry representatives and city staff. Said design standards and any amendments thereto are enforceable only after approval of the standards by the city commission and shall have the force of ordinance, and shall be in addition to this article and may from time to time supercede the requirements of this article.~~

**22-01-030. Procedure for conditional approval.**

- ~~(a) Conditional approval procedure (not mandatory). Previous to the filing of an application for street, utility and grading (SUG) approval, the subdivider may submit a general subdivision plan. The subdivider may submit to the planning authority an application and four (4) prints of the following plans and data: (No fee is required.)~~
  - ~~(1) General subdivision information should describe or outline the existing conditions of the site and the proposed development. This information should include land characteristics and available community facilities and utilities; and information describing the subdivision proposal such as number of residential lots, typical lot width and depth, and proposed utilities and street improvements.~~
  - ~~(2) Location map should show the relationship of the proposed subdivision to existing community facilities, which serve or influence the subdivision. Include development name and location, main traffic arteries, public transportation lines, shopping centers, elementary and high schools, parks and playgrounds, other community features such as railroad stations, airports, hospitals and churches, title, scale, north arrow and date.~~
  - ~~(3) Sketch plan on topographic survey if publicly available should show in simple sketch form the proposed layout of streets, lots and other features in relation to existing conditions. The sketch plan may be a free hand pencil sketch made directly on a print of the topographic survey. The sketch plan may also include the existing topographic data listed under this chapter, plats and data for conditional approval, if the subdivider wishes to present such detail at this stage.~~
- ~~(b) Within fifteen (15) working days the planning authority shall inform the subdivider that the plans and data as submitted or as modified do or do not comply with the city comprehensive plan, zoning regulations, or meet the objectives of these regulations. When the planning authority finds the plans and data do not meet the objectives of these regulations it shall express the reasons therefor.~~

**22-01-040. Procedure for approval of street, utility, grading plans and the final plat (SUG and FP).**

Plans and data for SUG and FP approval:-

- (1) Topographic data required as a basis for the SUG plans shall include existing conditions as follows:
  - a. Boundary lines: bearings and distances;
  - b. Easements: location, width and purpose;
  - c. Streets on and adjacent to the tract: name and right-of-way width and location, type, width and elevation of surfacing, any legally established center line elevations, walks, curbs, gutters, culverts;
  - d. Utilities on and adjacent to the tract: location, size and invert elevation of sanitary, storm and combined sewers, location and size of water mains, location of gas lines, fire hydrants, electric and telephone poles, and street lights. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of nearest ones, showing invert elevation of sewers;
  - e. Ground elevations on the tract based on a U.S. Coast and Geodetic Survey datum plane, also all drainage channels or swales, and at selected points not more than one hundred (100) feet apart in all directions. For land that slopes less than three (3) percent contours shall be at one-foot intervals, three (3) percent to eleven (11) percent contour interval of two-foot, more than eleven (11) percent the contour interval shall be five-foot.
  - f. Soil percolation tests if individual sewage disposal systems are proposed;
  - g. Other conditions on the tract: watercourse, rock out crop, and other significant features;
  - h. Other conditions on adjacent land within fifty (50) feet: approximate direction and gradient of ground slope, including any embankments or retaining walls, character and location of buildings, railroads, power lines, towers and other nearby nonresidential land uses or adverse influences, owners of adjacent un-platted land; for adjacent platted land refer to the subdivision plat by name, recordation date and number, and show approximate percent built-up and typical lot size.
  - i. Zoning on and adjacent to the tract.
  - j. Proposed public improvements per the comprehensive plan.
  - k. Location map showing location of the tract.
  - l. Title and certificate: present tract designation according to official records in office of appropriate recorder, title under which proposed subdivision is to be recorded, with names and addresses of owners, notation stating acreage, scale, north arrow, datum, benchmarks, the appropriate certification of either a professional engineer or land surveyor and date of survey.

- ~~(2) Street, utility and grading plans shall be at a scale of one hundred (100) feet to one (1) inch or larger. It shall show:-~~
- ~~a. Streets: names, right of way and roadway widths, approximate grades and gradients, similar data for alleys, if any;~~
  - ~~b. Other rights of way or easements: location, width and purpose;~~
  - ~~c. Location of utilities, if not shown on other exhibits;~~
  - ~~d. Lot lines, lot numbers, and block numbers;~~
  - ~~e. Sites, if any, to be dedicated for parks, playgrounds or other public uses;~~
  - ~~f. Sites, if any, for multi family dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single family dwellings;~~
  - ~~g. Front building setback lines and site data, including number of residential lots, typical lot size and acres in parks;~~
  - ~~h. Scale, north arrow and date;~~
  - ~~i. Proposed subdivision name.~~
    - ~~1. The name of the subdivision shall not conflict with that of any other subdivision in the county.~~
    - ~~2. If several plats of a subdivision are to be filed as the development of a large area progresses, the first plat shall bear the name of the subdivision and the words "Unit One." The second and following plats shall bear the name of the subdivision and shall be numbered in consecutive order as "Unit Two" and so forth.~~
    - ~~3. If the subdivision is to be identified as a re-plat of a subdivision and the same subdivision name is to be maintained, the re-plats shall be labeled consecutively, "A," "B," "C," and so forth.~~
    - ~~4. Once a subdivision name and unit number have been submitted and accepted for processing, the name or number shall not be changed without the concurrence of the city.~~
- ~~(3) The SUG plans shall be accompanied by profiles showing existing ground surface and proposed street grades, including extensions for a reasonable distance beyond the limits of the proposed subdivision, typical cross sections of the proposed grading, roadway and sidewalk, and the proposed sanitary and storm water sewers, sewers with grades and sizes indicated. Profiles of streets and utilities shall be drawn to a scale no smaller than one (1) inch to fifty (50) feet horizontally, and a vertical scale of one (1) inch equals five (5) feet for slopes up to three (3) percent and one (1) inch equals ten (10) feet for slopes greater than three (3) percent. Cross sections of streets and utilities shall be drawn to a scale no larger than one (1) inch to five (5) feet horizontally one (1) inch to five (5) feet vertically.~~
- ~~(4) Drainage requirements for existing properties:-~~
- ~~a. Existing properties less than three (3) acres:-~~

1. ~~Provide plot plan with existing ground elevations, and/or contours. Proposed finish grade elevations and finish floor elevations, flow line and top of curb elevations on adjacent streets.~~
  2. ~~Show proposed improvements and disposition of surface runoff.~~
  3. ~~Provide drainage report based on the ten-year storm, showing pre-developed and developed runoff conditions.~~
  - b. ~~Existing properties larger than three (3) acres:~~
    1. ~~Provide plot plan with existing ground elevations, and/or contours. Proposed finish grade elevations and finish floor elevations, flow line and top of curb elevations on adjacent streets.~~
    2. ~~Show proposed improvements and the disposition of surface runoff.~~
    3. ~~Provide drainage report based on the ten-year storm, showing pre-developed and developed runoff conditions.~~
    4. ~~On-site storm water detention or retention required if impervious surfaces will exceed sixty (60) percent of developed lot area. Developed runoff rate (cfs) not to exceed pre-development runoff rate.~~
- (5) ~~Drainage requirements for new subdivisions and street construction or street re-construction:~~
- a. ~~Provide grading and drainage plan with:~~
    1. ~~Existing ground elevations, and/or contours.~~
    2. ~~Proposed finish grade elevations, including house pads, street grades, top of curb and flow line elevations.~~
  - b. ~~Provide drainage report for the subdivision based on the ten-year and fifty-year storm.~~
  - c. ~~Street design capacity, within the subdivision, shall accommodate ten-year storm runoff within the curbs at full subdivision development.~~
  - d. ~~Street design capacity, within the subdivision, shall accommodate fifty-year storm runoff within curbs overtopped not more than six (6) inches at full subdivision development.~~
  - e. ~~Building pads shall be elevated no less than six (6) inches above the fifty-year storm runoff elevation, or not less than one (1) foot above the curb line, whichever is greater.~~
  - f. ~~Inverted crown street sections may be used to accommodate these requirements, when approved by the city engineer.~~
- (6) ~~Seven (7) copies of the SUG plans and supplementary material, as specified, shall be submitted to the city with the application and the required fee.~~
- a. ~~City staff has ten (10) working days to review the SUG plans and other material submitted for conformity thereof to these regulations. On or before the tenth day, a meeting will be held with the subdivider, the subdivider's engineer, and city staff~~

~~authorized as decision making staff to address staff comments. The subdivider and the subdivider's engineer will have five (5) working days to address staff comments and make changes to the SUG plans and turn the corrected information into the planning authority. Application and plans shall then be reviewed by the planning and zoning commission within five (5) working days. After review by the planning and zoning commission, the application and plans will be submitted to the city commission for consideration at the next available regular commission meeting.~~

- ~~b. Upon approval by the city commission of the SUG and FP, the subdivider shall file and record the original final plat with the county clerk and recorder of the county, within ninety (90) days after approval. The subdivider shall further return one (1) electronic file and one (1) mylar reproducible, which clearly shows the recording data, to the city within thirty (30) days of filing the plat. If the final subdivision plat is not filed and recorded with the clerk of the county, and the required copies are not returned to the city, within ninety (90) days after receiving final approval, the subdivision shall revert to preliminary plat status without further notice or action by the city. After reversion to preliminary plat status, any subdivider who wishes to obtain final plat approval shall comply with the procedures set forth in chapter 22 for final plat approval and shall pay all applicable fees for final plat approval.~~
- ~~c. No land shall be offered for sale by reference to such final plat until such has been approved by the city commission and recorded with the county clerk and recorder.~~
- ~~d. The final plat shall be submitted for approval concurrently or within six (6) months after approval of the SUG, otherwise such approval shall become null and void unless an extension of time is applied for and granted by the city.~~
- ~~e. Within thirty (30) days of completion of the construction of required subdivision improvements, one (1) set of stable base reproducibles and one (1) set of prints of the record documents for all utility improvements, within the subject subdivision, shall be filed with the public works department.~~

#### **22-01-050. Final plat.**

- ~~(a) The final plat shall be drawn in ink on stable base material on sheets twenty four (24) inches by thirty six (36) inches and shall be at a scale of one hundred (100) feet to one (1) inch or larger. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. The final plat shall show the following:~~
  - ~~(1) Primary control points approved by the city engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referenced.~~
  - ~~(2) Tract boundary lines, right of way lines of streets, easements and other rights of way, and property lines of lots and other sites, with accurate dimensions, bearings or deflection angles, and radii, arcs and central angles of all curves.~~
  - ~~(3) Name and right of way width of each street or other rights of way on or adjacent to the tract.~~
  - ~~(4) Location, dimensions and purpose of any easements.~~

- ~~(5) Number to identify each lot and block or tract.~~
  - ~~(6) Purpose for which sites, other than lots, are dedicated or reserved.~~
  - ~~(7) Minimum front building setback line on all lots.~~
  - ~~(8) Location and description of monuments.~~
  - ~~(9) Names of record owners of adjoining unplatted land.~~
  - ~~(10) Reference to recorded subdivision plats of adjoining platted land by record name, date and number.~~
  - ~~(11) Certification by a registered licensed surveyor certifying to the accuracy of the survey and plat.~~
  - ~~(12) Certification of title showing that applicant is the landowner.~~
  - ~~(13) Statement by owner establishing to whom public dedication is being made (i.e., City of Alamogordo, Otero County, etc.) and the specific purpose(s) for the dedication.~~
  - ~~(14) Scale, north arrow and date of survey.~~
  - ~~(15) Approved subdivision name.~~
  - ~~(16) Assigned address of each lot.~~
  - ~~(17) Acreage or square footage for each lot.~~
  - ~~(18) Proof of current tax status with the county assessor.~~
- ~~(b) The subdivider shall be required to enter into a contract with the city, agreeing to abide by and to comply with the layout and drawings, as finally approved, and also, all plans and specifications as approved. The contract shall be a covenant running with the land, shall constitute a lien on the land, and shall serve for five (5) years. The contract may be renewed at the end of the five (5) years, provided that the final plat complies with the current technical standards. This lien shall not arise until the petitioner is in default and the city has incurred costs or other obligations toward the construction of required improvements. This lien may be enforced by a sale of the land to reimburse the city for the costs of installing water and sewer lines, paving streets, installing curbing, sidewalks, alley aprons and gutters, acquiring easements for streets, alleys and other utilities, and otherwise conforming to all the requirements of the subdivision regulations as provided for herein. A final inspection may be requested by either the city or a subdivider. Upon acceptance, the city inspector shall issue a "certificate of acceptance."~~
- ~~(c) The contract shall contain, among other provisions, the following:~~
- ~~(1) For a period ending one (1) year after the city accepts the subdivision improvements for maintenance, the subdivider shall agree to make all repairs to the construction work and replace all defective material or workmanship which may become apparent before or after the subdivision is accepted by the city; and no acceptance or approval by the city, its engineer or other agent or employee shall relieve the subdivider from these obligations. Nor shall the city be deemed to waive any of the requirements of this chapter by virtue of its acceptance of any easement or right of way from the subdivider.~~

- ~~(2) The subdivider shall agree to supply and install at the subdivider's own expense all water lines and sewer lines of approved size, materials and quality within the subdivision in accordance with the current technical standards, and the comprehensive plan, and also outside the subdivision a sufficient distance to connect with the city's sewer and water system, and to furnish and install approved size, materials and quality valves, fire hydrants, manhole rings and covers, with stub-outs for each property, and all appurtenances to such water and sewer system as required to service and support the subdivision.~~
- ~~(3) The subdivider shall agree to protect drainage structures, to build bridges, culverts and such other drainage facilities in the area as may be necessary to protect the subdivision, the city, and other lands in the area from floods by reason of such development.~~
- ~~(4) The subdivider shall agree to compact all backfill to ninety five (95) percent of density as determined by the modified procter method. At six (6) months and at twelve (12) months after completion, the contractor shall re-grade and repair all backfill, if required or directed by the city.~~
- ~~(5) Such contract shall include an agreement with the city to lay and construct all paving, curbs and gutters, and sidewalks, using the current technical standards, and to connect such improvements with the existing paving, curbs, gutters and sidewalks as may be required by the city engineer.~~
- ~~(6) The subdivider shall likewise agree to repair all damages to water lines, sewer lines and manholes at the subdivider's expense.~~
- ~~(7) Materials used in performing the work and developing and completing such subdivision shall be of good quality and laboratory tests and reports of such materials shall be submitted to the city engineer as required. Tests and samples shall be taken and analyzed by methods prescribed by the American Society for Testing Materials, or the American Association of State Highway Officials. The subdivider shall agree to pay for such tests.~~
- ~~(8) The subdivider or owner shall also agree that all subdivision work and/or utilities improvements to be constructed and/or installed by the subdivider or owner in accordance with this chapter shall be subject to inspection and approval by the city and its duly designated agents and/or employees during the progress of the work. The subdivider or owner shall, upon approval of the final subdivision plat and/or plans and specifications for utility installations to be done hereunder, pay to the city the sum of one and one half (1.5) percent of the estimated cost of constructing all such subdivision work and/or utilities improvements, such costs to be estimated by the city, for the city's expense in connection with such checking and inspection.~~

#### **22-01-060. Streets.**

- ~~(a) The arrangement, character, extent, width, grade and location of all streets shall conform to the general community or comprehensive plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.~~
- ~~(b) Where such is not shown in the comprehensive plan, the arrangement of streets in a subdivision shall either:~~

- ~~(1) Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or~~
- ~~(2) Conform to a plan for the neighborhood approved or adopted by the city commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable.~~
- ~~(c) Local streets shall be so laid out that their use by through traffic will be discouraged.~~
- ~~(d) Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, deep lots with rear alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.~~
- ~~(e) Where a subdivision borders on or contains a railroad right-of-way, the city may require a street approximately parallel to such right-of-way, and on the side of right-of-way adjacent to the subdivision, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.~~
- ~~(f) Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the city. Should these reserve strips become unnecessary due to adjacent development they shall revert to the subdivider or the subdivider's assigns.~~
- ~~(g) A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.~~
- ~~(h) When connecting street lines deflect from each other at any one (1) point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure a slight distance of not less than one hundred (100) feet for local and collector streets and of such greater radii as the city staff shall determine for special cases.~~
- ~~(i) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.~~
- ~~(j) Street right-of-way widths shall be as shown in the city technical standards, hereafter referred to as the "technical standards."~~
- ~~(k) Wherever a one-half (½) street is adjacent to a tract to be subdivided, the other one-half (½) of the street shall be platted within such tract.~~
- ~~(l) No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the city commission.~~
- ~~(m) Street grades shall comply with the comprehensive plan with due allowances for reasonable vertical curves.~~

**22-01-070. Alleys.**

- ~~(a) Through alleys shall be provided in each block, unless a variance is granted and the current technical standard requirements are met.~~

- ~~(b) Alley intersections and sharp curves in alignment shall be avoided, but where necessary, corners shall be cut off sufficiently to permit safe vehicular movement.~~

**22-01-080. Easements.**

- ~~(a) Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary.~~
- ~~(b) Where a subdivision is traversed by a designated FEMA flow path, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width or construction, or both, as will be adequate, to handle the volume of flood water which is based on FEMA's fifty year storm event.~~
- ~~(c) Parallel streets or alleys may be required in connection with such watercourses or drainage ways.~~
- ~~(d) Existing detention ponds or drainage channels may be used for flood control.~~

**22-01-090. Blocks.**

- ~~(a) The lengths, widths and shapes of blocks shall be determined with due regard to:
  - ~~(1) Provision of adequate building sites suitable to the special needs of the type of use contemplated.~~
  - ~~(2) Needs for convenient access, circulation, control and safety of street traffic.~~~~
- ~~(b) Block lengths longer than one thousand eight hundred (1,800) feet shall provide emergency vehicle turnarounds with a fifty foot radius at property line.~~
- ~~(c) Pedestrian crosswalks, meeting the current Manual on Uniform Traffic Control Device (MUTCD) standards, shall be installed at required intersections as directed by the city engineer.~~

**22-01-100. Lots.**

- ~~(a) The lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the zoning of the subdivision and for the type of development and use contemplated.~~
- ~~(b) Lot dimensions shall conform to the requirements of the zoning regulations and the comprehensive plan.
  - ~~(1) When a lot cannot be served by a public sewer but requires an approved and registered septic tank system, the minimum lot area shall conform with the appropriate state regulations and shall be approved by the environmental improvement department of the state.~~
  - ~~(2) Depth and width of properties reserved or laid out for commercial and industrial purposes shall comply with the current property zoning.~~~~
- ~~(c) Corner lots for residential use shall have extra width to permit appropriate building setback from and orientation to both streets.~~

- ~~(d) The subdividing of the land shall be such as to provide, by means of a street or easement, each lot with satisfactory access to any existing public streets.~~
- ~~(e) Double frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.~~
- ~~(f) Side lot lines shall be substantially at right angles or radial to street lines.~~

**22-01-110. Public sites and open spaces.**

- ~~(a) Any subdivision, re-subdivision or phased development, where the subdivider is installing public infrastructure, i.e., water lines, sewer lines and curb, gutter and paving, the subdivider shall pay three (3) percent of the subdivider's own engineer's estimate of the installed cost of infrastructure. These funds shall be deposited in a fund specifically used for the acquisition and development of parks, playgrounds and/or other public recreation uses within the park zone established by the comprehensive plan in which the new development is located, or for other necessary public infrastructure. These funds must be paid at the time the subdivision is approved. For a phased development the subdivider will pay into the park zone fund five (5) percent of the estimated infrastructure costs of that phase. Should the subdivider choose, and the city agrees, the subdivider may dedicate five (5) percent of the total land area of the entire proposed subdivision to the city for use as a park, public facility, or fire station. The minimum size for this dedication shall be one (1) acre. Development by the city shall begin within two (2) years after the subdivision reaches seventy five (75) percent occupancy of the phase in which public land dedication is located; or, the land will revert back to the subdivider.~~
- ~~(b) If locations for schools are set aside by the comprehensive plan in any proposed subdivision, the school board may purchase such lands from the subdivider for school purposes.~~
- ~~(c) When additional right-of-way is required by the city for streets or easements and is not shown on the comprehensive plan or designated in its floodplain management ordinance, the city shall pay the subdivider for the current appraised value of that portion of the land, as determined by an independent certified appraiser.~~

**22-01-120. Monuments.**

~~Monuments shall be placed at all block corners, angle points, points of curves in streets, and at all property corners. Such monuments shall be made of metal at least one half (1/2) inch in diameter and sixteen (16) inches long with the surveyor's license number on a cap affixed to the top of the rebar.~~

**22-01-130. Utility and street improvements.**

- ~~(a) Utility and street improvements shall be provided in each new subdivision in accordance with the current technical standards, and in accordance with the comprehensive plan, and all amendments, modifications and/or additions thereto as may be approved and adopted by the city commission in official session. In any instance in which there is any conflict between the technical standards and the comprehensive plan, the more stringent requirement shall apply.~~

- ~~(c) All handicapped curb returns, alley aprons, asphaltic pavement, curbs and gutters, street improvements, water and sewer lines, and other work to be performed and/or constructed by the subdivider pursuant to this chapter shall be completed on each approved phase of development of the subdivision before the occupancy of any homes or other structures on that approved phase of development. The city may, however, issue a temporary certificate of occupancy until this work is completed.~~
- ~~(d) In any development in which lots have not been built out within five (5) years of final acceptance, the subdivider shall complete the sidewalks on all vacant lots.~~

#### **22-01-140. Hardships.**

- ~~(a) *Generally.* Where the city commission finds that extraordinary hardships may result from strict compliance with these regulations, it may vary the regulations so that substantial justice may be done and the public interest secured; provided, that such variation will not have the effect of nullifying the intent and purpose of the comprehensive plan or these regulations.~~
- ~~(b) *Large scale developments.* The standards and requirements of these regulations may be modified by the city commission in the case of a plan and program for a new town, a complete community, or a neighborhood unit, which in the judgment of the city commission provides adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated and which also provides such covenants or other legal provisions as will assure conformity to and achievement of the plan.~~

#### **22-01-150. Conditions.**

~~In granting variances and modifications, the city commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied or modified.~~

#### **22-01-160. Municipal liens.**

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

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

#### **22-01-170. Summary subdivisions.**

- ~~(a) *Eligibility.* The summary subdivision procedure may be used to add, move or remove lot lines provided that:-~~
  - ~~(1) The number of total lots does not increase by more than two (2);~~
  - ~~(2) All resulting lots meet minimum lot size requirements;~~

- ~~(3) The payments on all outstanding municipal liens are current.~~
  - ~~(4) Upon the transfer of any newly created lot by any method, the outstanding assessment on that lot must be paid in full.~~
  - ~~(5) No provisions are required by the city for utilities, easements, right of way or drainage;~~
  - ~~(6) All owners of the subject property sign the plat and application;~~
  - ~~(7) The summary procedure is available for original plats and re-plats, either within the city or within the extra-territorial platting jurisdiction.~~
- ~~(b) *Submission requirements.* The applicant is required to submit to the city the following:~~
- ~~(1) Completed application form, including waiver of public hearing;~~
  - ~~(2) Applicable fees in accordance with Appendix I of this Code;~~
  - ~~(3) The original mylar and ten (10) copies of a final plat meeting all the requirements of subsection 22-01-050.~~
  - ~~(4) The submission to the planning authority includes a division of any remaining assessment lien among any lots created by the summary subdivision.~~
  - ~~(5) For subdivisions located within the city's extra-territorial jurisdiction, one (1) copy of the disclosure statement.~~
- ~~(c) *Procedure.*~~
- ~~(1) Within ten (10) working days of receiving the application and all required submissions, the city will make an initial determination of eligibility for summary approval. If the proposal is ineligible, the city will promptly notify the applicant that the full subdivision procedure is required. If the proposal is facially eligible for summary procedure, the planning authority will forward the proposal to the city manager with staff comments and recommendations.~~
  - ~~(2) Within ten (10) working days of receiving the application, the city manager will determine whether the subdivision is approved or should be diverted to the city commission for review.~~
  - ~~(3) If the city manager approves the summary subdivision, the city manager shall sign the plat signifying approval by the city and shall return it to the applicant for filing.~~
  - ~~(4) The city manager may, with sole discretion, divert the subdivision application to the city commission for consideration. In that event, the city manager shall notify the applicant in writing and place the item on the next available city commission agenda. The applicant will then be required to reimburse the city for five (5) additional copies of the plat.~~
- ~~(d) *Reservations.* By providing for the summary subdivision procedure, the city does not waive its rights to require the applicant to satisfy the city's usual requirements for subdivision approval including, but not limited to, the following:~~
- ~~(1) Public infrastructure, such as streets, alleys, utilities and suitable access;~~
  - ~~(2) Public land dedication or cash contributions in lieu thereof if cash contributions are otherwise required;~~

~~(3) Provisions for adequately addressing anticipated drainage problems or unstable soil conditions; and~~

~~(4) Requirements for waiver of protest agreements and avigation easements.~~

~~Such requirements may be addressed as a condition of summary subdivision approval, if practicable. If agreement is not reached, either the city manager or the applicant may require that the application be placed on the next available city commission agenda.~~

~~(e) *Certificate of survey procedure.* Nothing in this section is intended to limit the availability of the certificate of survey procedure contained in section 3-20-2, N.M.S.A. 1978, as amended or superseded from time to time, provided that all applicable requirements are met.~~

~~(f) *Extra-territorial platting jurisdiction.* Approval by the city of a summary subdivision application will not relieve the applicant of the requirement of approval by the county for subdivisions within the city's extra-territorial platting jurisdiction.~~

### **22-01-180. Exempted subdivisions.**

~~(a) *Eligibility.* The exempted subdivision procedure may be used provided that:~~

~~(1) The division qualifies under one (1) of the seven (7) exemptions listed in the definition of subdivision.~~

~~(2) All resulting lots meet the current applicable minimum lot size requirements. Any resulting lots cannot create a violation of the current technical standards or zoning regulations, without an approved variance.~~

~~(3) The payments on all outstanding liens are current.~~

~~(4) Upon the transfer of any newly created lot by any method, the outstanding assessment on that lot must be paid in full.~~

~~(5) All owners of the subject property sign the plat and application;~~

~~(6) The exempted subdivision procedure is available for original plats and replats, either within the city or within the extra-territorial platting jurisdiction.~~

~~(b) *Submission requirements.* The applicant is required to submit to the city the following:~~

~~(1) Completed application form, including waiver of public hearing;~~

~~(2) Applicable fees;~~

~~(3) An original mylar and two (2) copies of the final plat meeting all the requirements of subsection 22-01-140(a)~~

~~(4) The submission to the planning authority includes a division of any remaining assessment lien among any lots created by the exempted subdivision.~~

~~(5) Exemption 2 must be accompanied by an official copy of the court order.~~

~~(6) Exemption 5 must be accompanied by the proposed conveyancing document and birth certificate, adoption certificate or marriage license.~~

~~(7) Exemption 6 must be accompanied by the financing documents.~~

~~(8) Exemption 7 must be accompanied by copies of the IRS exemption letter and/or other documents demonstrating entitlement to exemption.~~

~~(e) Procedure. Within ten (10) working days of receiving the application and all required submissions, the planning authority will make a determination of eligibility for exempted approval. If the proposal is ineligible, the planning authority will promptly notify the applicant that the full subdivision procedure is required. If the proposal is eligible for the exempted procedure the planning authority will forward the subdivision to the city manager for signature. Within five (5) working days, the city manager will sign the plat and return it to the owner for recording with the county clerk.~~

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

By: \_\_\_\_\_  
Sharon McDonald, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Darrell Mori, City Attorney

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/03/2026

**Report No:** 3.

**Submitted By:** Deborah Osborne

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**Subject:** Consider, and act upon, approval of Loan Grant Agreement, and adoption and final publication of Ordinance No. 1725 authorizing the execution and delivery of a loan and subsidy agreement in the total amount of \$3,083,455.00 by and between the City of Alamogordo and the New Mexico Finance Authority. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

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**Fiscal Impact:** 462,520.00

Amount Budgeted: \$0.00

Fund: 061

Additional Fiscal Impact: The total loan/grant equals \$3,083,455.00. The loan amount shall be \$1,233,382.00, with an interest amount of 0% and an administrative fee of one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the loan amount. The grant amount shall not equal more than \$1,850,073.00. The City has a match of \$462,520.00.

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**Recommendation:** Approve Loan Grant Agreement and Adopt Ordinance No. 1725 for final publication.

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**Background:** On May 12, 2026, the City Commission approved Ordinance No. 1725 authorizing the execution and delivery of a loan and subsidy agreement between the City of Alamogordo and New Mexico Finance Authority to replace approximately 1.7 miles of waterline in the Granada Hills area, Alamogordo, NM. The loan totals \$3,083,455.00 and City will pay a principal amount of no more than \$1,233,382.00, together with 0% interest and an administrative fee of one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the loan amount. The loan amount and administrative fee shall be payable in 20 annual installments and shall commence on 06/01/2028 and terminate on 06/01/2047. The grant amount shall not equal more than \$1,850,073.00 and the City's match will be \$462,520.00.



**CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO  
ORDINANCE NO. 1725**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF ALAMOGORDO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$3,083,455, INCLUDING A LOAN IN THE AMOUNT OF \$1,233,382 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING WATERLINE REPLACEMENT TO THE GRANADA HILLS AREA, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on September 25, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; 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/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings 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/Grant Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$462,520.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, City Manager and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Alamogordo in Otero County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$1,850,073.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

“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.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of \$1,233,382.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$3,083,455.

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

“Net System Revenues” means the Gross Revenues of the System 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.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Ordinance” means this Ordinance as it may be supplemented or amended from time to time.

“Pledged Revenues” means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“State” means the State of New Mexico.

“System” means the water utility system operated pursuant to the City Charter of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part, and as further defined in the Agreement.

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

“Useful Life” means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

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

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body 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 Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and

in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

#### Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths 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 constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$1,850,073 and borrowing the Loan Amount of \$1,233,382 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of \$1,850,073 and the Loan shall be in the amount of \$1,233,382. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant 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/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

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

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged

Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

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/Grant 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/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant 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 Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this 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 Ordinance 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. 1725, duly adopted and approved by the City Commission of City of Alamogordo on June 9, 2026. 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 Street, Alamogordo, New Mexico 88310.

The title of the Ordinance is:

**CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO  
ORDINANCE NO. 1725**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF ALAMOGORDO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$3,083,455, INCLUDING A LOAN IN THE AMOUNT OF \$1,233,382 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING WATERLINE REPLACEMENT TO THE GRANADA HILLS AREA, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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/GRANT 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]*

PASSED, APPROVED AND ADOPTED THIS 9<sup>TH</sup> DAY OF JUNE, 2026.

CITY OF ALAMOGORDO, OTERO COUNTY,  
NEW MEXICO, a New Mexico municipal  
corporation

By \_\_\_\_\_  
Sharon McDonald, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Darrell Mori, City Attorney

*[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:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ ( ) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Ordinance adopted, whereupon the City Clerk 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.

*[Remainder of page intentionally left blank.]*

CITY OF ALAMOGORDO, OTERO COUNTY,  
NEW MEXICO, a New Mexico municipal  
corporation

By \_\_\_\_\_  
Sharon McDonald, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Rachel Hughs, City Clerk

*[Remainder of page intentionally left blank.]*

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

I, Rachel Hughs, the duly qualified and acting City Clerk of the City of Alamogordo (the “Borrower/Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held in the Donald E. Carroll Commission Chambers at 1376 E. Ninth Street, Alamogordo, New Mexico 88310, on June 9, 2026 at the hour of 6:30 p.m., insofar as the same relate to the adoption of Ordinance No. 1725 and the execution and delivery of the proposed Loan/Grant 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, as amended, including the Borrower/Grantee’s open meetings Resolution No. 2026-01, adopted and approved on December 16, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of July, 2026.

CITY OF ALAMOGORDO, OTERO COUNTY,  
NEW MEXICO

By \_\_\_\_\_  
Rachel Hughs, City Clerk

[SEAL]

**EXHIBIT "A"**

Affidavit of Publication of Notice of Public Hearing, Notice of Meeting, Meeting Agenda,  
Minutes and Affidavit of Publication of Notice of Adoption of Ordinance

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**\$3,083,455**

WATER PROJECT FUND  
LOAN/GRANT AGREEMENT

dated

**July 24, 2026**

by and between the

NEW MEXICO FINANCE AUTHORITY  
**as Lender/Grantor,**

and

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO,  
**as Borrower/Grantee.**

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**WATER PROJECT FUND  
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated July 24, 2026, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **CITY OF ALAMOGORDO** in **OTERO COUNTY, NEW MEXICO** (the “Borrower/Grantee”).

**W I T N E S S E T H:**

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “NMFA Act”); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$1,233,382 from the Lender/Grantor and to accept a grant in the amount of \$1,850,073 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 10, 2024 and January 22, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on September 25, 2025 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency;

WHEREAS, the Borrower/Grantee entered into a Fiscal Administration Agreement, dated December 30, 2025, with the Southeastern New Mexico Economic Development District (the “Fiscal Administrator”) to provide administrative services in connection with the Loan; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

## **ARTICLE I DEFINITIONS**

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$462,520.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated September 10, 2024 and the New Mexico Water Trust Board Readiness Application dated January 22, 2025 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, City Manager and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this 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 of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,850,073.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee 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 Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water 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 Borrower/Grantee, 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 Borrower/Grantee 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.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,233,382.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$3,083,455.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“Net System Revenues” means the Gross Revenues of the System 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.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” 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 Borrower/Grantee 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 Borrower/Grantee’s general fund, liabilities incurred by the Borrower/Grantee 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. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

“Ordinance” means the Borrower/Grantee’s Ordinance No. 1725, adopted by the Governing Body on June 9, 2026, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the water utility system operated pursuant to the City Charter of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other

documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying

entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water utility service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water utility service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first

disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

### **ARTICLE III AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

### **ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS**

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the

NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

## **ARTICLE V**

### **LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS**

#### Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

## **ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE**

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by

Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution

of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## **ARTICLE VII THE PROJECT**

### Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit “C” attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee’s project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee’s requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit “D” hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2026, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit “E” attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to

complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

**Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.**

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

**ARTICLE VIII  
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any

employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

## **ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR**

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State’s risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of

any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

**ARTICLE X**  
**EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied,

is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

- (b) Terminate this Agreement;
- (c) Cease disbursing any further amounts from the Project Account;
- (d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;
- (f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or
- (g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;
- (h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or
- (i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

## **ARTICLE XI MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Alamogordo  
Attn.: City Manager  
1376 E. Ninth Street  
Alamogordo, New Mexico 88310

If to the NMFA, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
810 W. San Mateo Road  
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in

connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an

Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 27, 2025 and by the NMFA's Board of Directors on September 25, 2025, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation  
As Loan/Grant Counsel

By \_\_\_\_\_  
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF THE  
NEW MEXICO FINANCE AUTHORITY:

By \_\_\_\_\_  
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF ALAMOGORDO, OTERO COUNTY,  
NEW MEXICO

By \_\_\_\_\_  
Sharon McDonald, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Rachel Hughs, City Clerk

**EXHIBIT "A"**

**TERM SHEET**

**\$3,083,455 WATER PROJECT FUND LOAN/GRANT TO THE  
CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO**

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of constructing waterline replacement to the Granada Hills area, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$1,850,073
Loan Amount:	\$1,233,382
Pledged Revenues:	“Pledged Revenues” means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	
Outstanding Parity Obligations:	
Authorizing Legislation:	Borrower/Grantee Ordinance No. 1725, adopted June 9, 2026
Additional Funding Amount:	\$462,520
Closing Date:	July 24, 2026
Project Account Amount:	\$3,083,455
Expense Account Deposit:	\$0.00
Administrative Fee:	0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

**EXHIBIT “B”**

**PAYMENT PROVISIONS OF THE LOAN**

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, [2028] and ending June 1, [2047]. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[INTERIM DEBT SERVICE SCHEDULE ATTACHED]

**EXHIBIT "C"**

**FORM OF REQUISITION  
(Water Project Fund)**

RE: \$3,083,455 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Alamogordo, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6542

Closing Date: July 24, 2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

**I. PAYMENT INFORMATION**

REQUISITION NO. \_\_\_\_\_ PAYMENT AMOUNT: \$ \_\_\_\_\_

PAYEE'S NAME: \_\_\_\_\_

PAYEE'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**II. REQUISITION INFORMATION (complete for all payments)**

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

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**III. WIRING INFORMATION:**

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

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**IV. MATCH INFORMATION**

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ \_\_\_\_\_  
*Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.*

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ \_\_\_\_\_  
TOTAL REQUIRED MATCH: \$462,520

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**V. VERIFICATION AND AUTHORIZATION**

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED OFFICER**  
(As Provided in the Loan/Grant Agreement)  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_



**EXHIBIT "E"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: \$3,083,455 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Alamogordo, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6542

Closing Date: July 24, 2026

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on \_\_\_\_\_, 20\_\_.

2. The total cost of the Project was \$ \_\_\_\_\_.

3. Cost of the Project paid from the Loan/Grant Amount was \$ \_\_\_\_\_.

4. Cost of the Project paid from the Additional Funding Amount was \$ \_\_\_\_\_.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ \_\_\_\_\_.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “F”**

DOCUMENTS

1. Open Meetings Act Resolution No. 2026-01 adopted by the Borrower/Grantee on December 16, 2025
2. Ordinance No. 1725 adopted on June 9, 2026, Notice of Meeting, Meeting Agenda, Minutes and Affidavits of Publication of Notice of Meeting and Intent to Adopt Ordinance and Notice of Adoption of Ordinance in the *Alamogordo Daily News*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate (to be executed prior to construction funding)
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA
9. Fiscal Administration Agreement between the City of Alamogordo, New Mexico and the Southeastern New Mexico Economic Development District, dated December 30, 2025
10. NMFA Application and Project Approval (informational only)

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/02/2026

**Report No:** 4.

**Submitted By:** Stephanie Hernandez

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**Subject:** Discussion and clarification on natatorium financing. *(Mark Valenzuela, Managing Principal, Bosque Advisors, and Chris Muirhead, Shareholder Modrall Sperling)*

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Discussion only.

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**Background:** The ordinance was adopted; it is attached for reference.

# City of Alamogordo, New Mexico

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June 9, 2026

## Natorium Project – Final Pricing & Terms





Alamogordo Team requested **final committed term sheets** from banks:

- Bank of ABQ
- Capital One Public Finance
- Flagstar Bank

Final committed term reflected an actionable commitment to close within 30 days.

- Bank of ABQ was unable to commit
- Capital One offered 25-year term, 5.27 percent. 10-year call option
- Flagstar Bank submitted a 10-year term, 4.28 percent rate. Flexible call option

Bosque advised the City Team to enter final negotiation with Flagstar.

## Private Placement - Bank & Government Lender

	Flagstar Bank	Bank of ABQ*	Capital One
<b>Sources:</b>			
Par amount of financing	12,000,000	12,000,000	12,000,000
Net Premium (or Discount)	-	-	-
Cash contribution (DS Acct):	-	-	-
<b>Total Sources</b>	<b>\$ 12,000,000</b>	<b>\$ 12,000,000</b>	<b>\$ 12,000,000</b>
<b>Uses</b>			
Project Fund	11,886,100	11,900,000	11,900,000
Underwriters Discount	-	-	-
Surety Fee	-	-	-
Bond Insurance	-	-	-
Rating	-	-	-
Reserve Fund	-	-	-
Continuing Disclosure Fee	900	-	-
Bank Counsel	10,000	-	-
Placement Agent Fee	3,000	-	-
Bond Counsel	50,000	50,000	50,000
Municipal Advisor	50,000	50,000	50,000
Residual	-	-	-
<b>Total Uses:</b>	<b>\$ 12,000,000</b>	<b>\$ 12,000,000</b>	<b>\$ 12,000,000</b>
Total Interest Cost	\$ 4,234,771	\$ 2,904,216	9,292,942
Total Principal & Interest Cost	\$ 16,234,771	\$ 14,904,216	\$ 21,292,942
True Interest Cost (%)	4.250%	4.070%	5.270%
7 year Interest Cost (\$)	\$ 3,243,565	\$ 2,897,433	\$ 3,696,378

Preliminary, Subject to Changing Market Conditions



The City of Alamogordo Team finalized the financing terms with Flagstar Bank for \$12.11 million.

Financing structured with 25-year repayment schedule, and a Final Maturity in year ten. Rate is 4.25 percent.

Team included City Administrative Team:

- Mayor Sharon McDonald
- Stephanie Hernandez
- Evelyn Huff

Modrall Law Firm

- Chris Muirhead, Bond Counsel
- Vanessa Bautista, Paralegal

Bosque Advisors

- John Archuleta, Municipal Advisor
- Mark Valenzuela, Municipal Advisor

## City of Alamogordo, NM - Natatorium Project

Gross Receipts Tax Bonds

Series 2026

\$12,110,000

## Sources & Uses

Dated 06/11/2026 | Delivered 06/11/2026

### Sources Of Funds

Par Amount of Bonds	\$	12,110,000
<b>Total Sources</b>	<b>\$</b>	<b>12,110,000</b>

### Uses Of Funds

Costs of Issuance	108,900
Deposit to Project Construction Fund	12,000,000
Deposit to Debt Service Fund	1,100
<b>Total Uses</b>	<b>\$ 12,110,000</b>

**Transaction will close next week,  
Thursday June 11, 2026.**



The annual debt payments – with average annual payment of \$778,000.

The large balloon payment at the end of year ten will need to be refinanced or paid off with cash.

## City of Alamogordo - Debt Service Coverage - \$12.11 Million GRT Private Placement

Date	Principal	Interest	Total P+I	Annual GRT		
				Revenue <sup>(1)</sup>	Coverage	Excess Cash
12/1/2026	\$ 530,000	\$ 243,041	\$ 773,041	\$ 1,134,083	1.47	\$ 361,042
12/1/2027	285,000	492,150	777,150	1,134,083	1.46	356,933
12/1/2028	300,000	480,038	780,038	1,134,083	1.45	354,046
12/1/2029	310,000	467,288	777,288	1,134,083	1.46	356,796
12/1/2030	325,000	454,113	779,113	1,134,083	1.46	354,971
12/1/2031	340,000	440,300	780,300	1,134,083	1.45	353,783
12/1/2032	355,000	425,850	780,850	1,134,083	1.45	353,233
12/1/2033	370,000	410,763	780,763	1,134,083	1.45	353,321
12/1/2034	385,000	395,038	780,038	1,134,083	1.45	354,046
12/1/2035	400,000	387,175	787,175	1,134,084	1.44	346,909
12/1/2035	8,510,000	-	8,510,000			
<b>Total</b>	<b>\$ 12,110,000</b>	<b>\$ 4,195,753</b>	<b>\$ 7,795,753</b>	<b>Average:</b>	<b>1.45</b>	<b>\$ 3,545,078</b>

<sup>(1)</sup> 5 Year Average of Collections: CY21-25

Source: New Mexico Tax and Revenue Department, RP-500 Report



The annual debt payments – with average annual payment of \$778,000 – provides several benefits to the City:

1. Affordability – using a debt schedule based on a 25-year payoff, with level payments provides the City with affordability for 10-year structure.
2. Certainty – the fixed rate financing will provide level debt payments over 10 years, which will not change.
3. Coverage – the GRT revenue legally pledged for repayment provides 1.45 times coverage to the existing debt.

The structure requires final payoff in year ten (2035). The City can pay off bonds in full, if it has cash, or refinance outstanding principal. The risk is that interest rates could be higher than today.

## Series 2026 Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2026	Serial Coupon	4.250%	4.250%	530,000.00	100.000%	530,000.00
12/01/2027	Serial Coupon	4.250%	4.250%	285,000.00	100.000%	285,000.00
12/01/2028	Serial Coupon	4.250%	4.250%	300,000.00	100.000%	300,000.00
12/01/2029	Serial Coupon	4.250%	4.250%	310,000.00	100.000%	310,000.00
12/01/2030	Serial Coupon	4.250%	4.250%	325,000.00	100.000%	325,000.00
12/01/2031	Serial Coupon	4.250%	4.250%	340,000.00	100.000%	340,000.00
12/01/2032	Serial Coupon	4.250%	4.250%	355,000.00	100.000%	355,000.00
12/01/2033	Serial Coupon	4.250%	4.250%	370,000.00	100.000%	370,000.00
12/01/2034	Serial Coupon	4.250%	4.250%	385,000.00	100.000%	385,000.00
12/01/2035	Serial Coupon	4.250%	4.250%	400,000.00	100.000%	400,000.00
12/01/2035	Balloon Payment	4.250%	4.250%	8,510,000.00	100.000%	8,510,000.00
<b>Total</b>	-	-	-	<b>\$12,110,000.00</b>	-	<b>\$12,110,000.00</b>



The refinance risk at the end of the 10-year final maturity structure, as rates may be higher in the future.

The City Team received strong flexibility from Flagstar Bank to mitigate this risk.

Detail on the optionality is shown below:

### City of Alamogordo - Series 2026 GRT Bonds - Analysis of Redemption Costs:

Date	Principal	Cumulative	Outstanding Principal	Call Redemption Cost	Actual Redemption Cost
12/1/2026	530,000	530,000	12,110,000	0.000%	-
12/1/2027	285,000	815,000	11,580,000	0.000%	-
12/1/2028	300,000	1,115,000	11,295,000	1.500%	169,425
12/1/2029	310,000	1,425,000	10,995,000	1.500%	164,925
12/1/2030	325,000	1,750,000	10,685,000	1.000%	106,850
12/1/2031	340,000	2,090,000	10,360,000	0.500%	51,800
12/1/2032	355,000	2,445,000	10,020,000	0.000%	-
12/1/2033	370,000	2,815,000	9,665,000	0.000%	-
12/1/2034	385,000	3,200,000	9,295,000	0.000%	-
12/1/2035	8,910,000	12,110,000	8,910,000	0.000%	-
	-	-	-	0.000%	-
<b>Total</b>	<b>12,110,000</b>				



## Payment of Debt Service

Issuer: City of Alamogordo - GRT Bonds, Series 2026

Date	Principal	Coupon	Interest	Total P+I
12/1/2026	\$ 530,000.00	4.250%	\$ 243,040.97	\$ 773,040.97
6/1/2027	-	-	246,075.00	246,075.00
12/1/2027	285,000.00	4.250%	246,075.00	531,075.00
6/1/2028	-	-	240,018.75	240,018.75
12/1/2028	300,000.00	4.250%	240,018.75	540,018.75
6/1/2029	-	-	233,643.75	233,643.75
12/1/2029	310,000.00	4.250%	233,643.75	543,643.75
6/1/2030	-	-	227,056.25	227,056.25
12/1/2030	325,000.00	4.250%	227,056.25	552,056.25
6/1/2031	-	-	220,150.00	220,150.00
12/1/2031	340,000.00	4.250%	220,150.00	560,150.00
6/1/2032	-	-	212,925.00	212,925.00
12/1/2032	355,000.00	4.250%	212,925.00	567,925.00
6/1/2033	-	-	205,381.25	205,381.25
12/1/2033	370,000.00	4.250%	205,381.25	575,381.25
6/1/2034	-	-	197,518.75	197,518.75
12/1/2034	385,000.00	4.250%	197,518.75	582,518.75
6/1/2035	-	-	189,337.50	189,337.50
12/1/2035	8,910,000.00	4.250%	189,337.50	9,099,337.50
<b>Total</b>	<b>\$ 12,110,000.00</b>		<b>\$4,187,253.47</b>	<b>\$ 16,297,253.47</b>



**Private Placement Closing Memorandum**

Issuer: City of Alamogordo - Series 2026

Cost of Issuance Account

		Total
Series 2026 Fees		108,900.00
<b>Cost of Issuance Account</b>		
A. Modrall Sperling Law Firm - Bond Counsel Fee, includes GRT, expenses	\$	50,000.00
B. Bosque Advisors, LLC - Municipal Advisor Fee, includes GRT, expenses	\$	45,000.00
C. Placement Agent Fee	\$	3,000.00
D. Bank Counsel Fee	\$	10,000.00
E. Continuing Disclosure Fee	\$	900.00
F. Deposit residual cash to debt service account	\$	-

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***Bosque Advisors, LLC***  
Municipal Financial & Policy Advisors  
New Mexico Public Finance  
Albuquerque  
(505) 532-2701

Bosque Advisors, LLC, is a municipal advisor firm, registered with the Securities and Exchange Commission and with the Municipal Securities Rulemaking Board. This report was prepared from data believed to be reliable but not guaranteed by us without further verification or investigation, and does not purport to be complete. It is not to be considered as an offer to sell or a solicitation of an offer to buy the securities of the entities covered by this report. Opinions expressed are subject to change without notice.

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

The City Commission (the “Governing Body”) of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 14<sup>th</sup> day of April, 2026, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

Also Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

CITY OF ALAMOGORDO, NEW MEXICO  
ORDINANCE NO. 1722

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT OR THE ISSUANCE OF BONDS BY THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED \$12,865,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST TO (I) ACQUIRE, CONSTRUCT, PURCHASE, EQUIP, FURNISH, MAKE ADDITIONS TO, RENOVATE, REHABILITATE BEAUTIFY OR OTHERWISE IMPROVE THE CITY'S NATATORIUM, (II) FUND A RESERVE ACCOUNT, AND (III) PAY EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT OR BONDS SOLELY FROM THE REVENUES OF THE 0.125% MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 1091, ADOPTED MAY 9, 2000, AS AMENDED BY GOVERNMENTAL UNIT ORDINANCE NO. 1721, ADOPTED FEBRUARY 24, 2026, AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN AGREEMENT OR BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION, ISSUANCE, AND DELIVERY OF THE LOAN AGREEMENT OR BONDS.

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 Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts borrowed through the incurrence of debt and that it is in the best interests of the Governmental Unit and its residents that the financing of the Project take place by executing and delivering a loan agreement or through the issuance of bonds; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due pursuant to the Debt Instrument; and

WHEREAS, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the debt shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no revenues collected by the Governmental Unit shall be pledged to the payment of the Debt Instrument; and

WHEREAS, the Governing Body hereby determines that the improvements financed with the proceeds of the debt are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the proposed Debt Instrument to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution, issuance, and delivery of a Debt Instrument in the amount and for the purposes set forth herein with the final debt structure, interest rates, and principal amount set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the “Supplemental Public Securities Act”), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Debt Instrument and to optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the “Designated Officers”), the authority (a) to determine the terms of the debt within the parameters set forth herein, including the structure of the debt, interest rates, and principal amount; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the lender or purchaser for the payment of the amounts due under the Debt Instrument, (ii) the use of the proceeds of the Debt Instrument to finance the Project, and (iii) the authorization, execution, issuance and delivery of the Debt Instrument which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings 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):

“Acquisition Account” means the “City of Alamogordo Acquisition Account” created in this Ordinance and established for deposit of the net proceeds of the Debt Instrument for payment of the costs of the Project.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, 6-14-8 through 6-14-12, NMSA 1978, and 7-19(D)-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the incurrence of the debt, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Debt Instrument and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

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

“Closing Date” means the date of execution, issuance, delivery and funding of the Debt Instrument.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Debt Instrument” means the loan agreement, bonds, notes, or other form of debt authorized herein, and as determined in the Sale Certificate, to finance the completion of the Project.

“Debt Service Account” means the “City of Alamogordo Debt Service Account” created in this Ordinance for the deposit of Pledged Revenues to pay debt service on the Debt Instrument.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the Governmental Unit in connection with the execution, issuance and delivery of the Debt Instrument and any transaction or event contemplated by the Debt Instrument and this Ordinance.

“Fiscal Year” means the period commencing on July 1 in 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 City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Alamogordo, New Mexico.

“Gross Receipts Tax Income Fund” means the “City of Alamogordo Gross Receipts Tax Income Fund” created in this Ordinance for the deposit of Pledged Revenues.

“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.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance, as amended from time to time, adopted by the Governing Body on April 14, 2026 approving the incurrence of debt and pledging the Pledged Revenues.

“Parity Obligations” mean the Debt Instrument and any other obligations now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Debt Instrument.

“Pledged Revenues” means the revenues derived from the Governmental Unit’s 0.125% municipal infrastructure gross receipts tax imposed pursuant to Governmental Unit Ordinance No. 1091, adopted May 9, 2000, as amended by Governmental Unit Ordinance No. 1721, adopted February 24, 2026, and section 7-19(d)-9, NMSA 1978, as amended, imposed on all persons engaging in business in the Governmental Unit, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one-eighth of one percent of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit (provided that the Governmental Unit is not pledging and the term “Pledged Revenues” does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the City). Pledged Revenues also means (i) the distribution to the Governmental Unit pursuant to Section 7-9-46 NMSA 1978, which is in lieu of revenue that would have been received by the Governmental Unit pursuant to Section 7-19(D)-9 NMSA 1978, but for the deductions provided by 7-9-92 and 7-9-93 NMSA 1978, and (ii) any similar distributions made to the Governmental Unit in lieu of gross receipts tax revenues.

“Project” means (i) acquiring, constructing, purchasing, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving the Governmental Unit’s natatorium, (ii) funding of a Reserve Account, and (iii) paying Expenses.

“Reserve Account” means the “City of Alamogordo Reserve Account” created in this Ordinance for the deposit of Debt Instrument proceeds to satisfy a reserve requirement, if any.

“Sale Certificate” means one or more certificates executed by the Mayor, Manager, or Finance Director, dated on or before the date of execution, issuance, and delivery of the Debt Instrument, setting forth the final terms of the debt.

“State” means the State of New Mexico.

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 completion of the Project, the incurrence of debt and the execution, issuance, and delivery of a Debt Instrument, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Incurrence of Debt. The Project and the method of financing the Project through the pledge of the Pledged Revenues, the incurrence of debt, and the execution, issuance, and delivery of a Debt Instrument are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit and its residents.

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 its residents and the incurrence of debt in an amount not to exceed \$12,865,000 through the execution, issuance, and delivery of a Debt Instrument is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Debt Instrument are not sufficient to defray the cost of the Project.

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

D. It is economically feasible to defray, in whole or in part, the costs of the Project through the incurrence of debt and by the execution, issuance, and delivery of a Debt Instrument.

E. The Project, the incurrence of debt, and the execution, issuance, and delivery of a Debt Instrument pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will complete the Project, in whole or in part, with the net proceeds of the Debt Instrument.

G. The Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution, issuance, and delivery of the Debt Instrument.

H. The net effective interest rate on the debt will not exceed six percent (6.0%) per annum, with the final interest rate approved in the Sale Certificate.

Section 5. Incurrence of Debt - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-quarters majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Pledged Revenues and execute, issue, and deliver a Debt Instrument evidencing a special, limited obligation of the Governmental Unit to incur debt in a principal amount not to exceed \$12,865,000, and the pledge of the Pledged Revenues and the execution, issuance, and delivery of a Debt Instrument are hereby authorized, subject to final approval of the principal amount, interest rates, and form of Debt Instrument in a subsequent Sale Certificate. The Governmental Unit shall use the proceeds of the Debt Instrument to finance the completion of the Project, fund a Reserve Account, if any, and pay Expenses.

B. Detail. The form of the Debt Instrument shall be in substantially the form approved in the Sale Certificate. The debt shall be in an original aggregate principal amount not to exceed \$12,865,000, shall be payable annually in installments of principal due on June 1, shall bear interest payable semi-annually on June 1 and December 1, commencing on December 1, 2026, and shall mature no later than June 1, 2051. Each of the specific terms shall be finalized and approved in the Sale Certificate.

Section 6. Approval of Debt. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver a Debt Instrument with such changes, insertions and omissions as may be approved by such individual Authorized Officers and as provided in the Sale Certificate, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Debt Instrument and attest the same. The execution of a Debt Instrument by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The approved debt shall be secured by the pledge of the Pledged Revenues as set forth herein and shall be payable solely from the Pledged Revenues. The debt shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Debt Instrument 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 any Debt Instrument, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring 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, or any debt instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The debt approved herein 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 Debt Instrument, in its sole and absolute discretion.

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

A. Acquisition Account, Gross Receipts Tax Income Fund, Debt Service Account and Reserve Account. The Governmental Unit hereby consents to creation of the (i) Debt Service Account, (ii) Acquisition Account, (iii) Gross Receipts Tax Income Fund, and (iv) Reserve Account, each in connection with the debt.

The proceeds derived from the execution, issuance, and delivery of a Debt Instrument shall be deposited promptly upon the receipt thereof in the Acquisition Account, the Reserve Account, if any, and the Debt Service Account, as provided in the Sale Certificate.

The money in the Acquisition Account shall be used and paid out solely for the purpose of completing the Project in compliance with applicable law and the provisions of the Debt Instrument.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon completion of the Project, any balance remaining in the Acquisition Account shall be transferred and deposited into the Debt Service Account, as provided in the Debt Instrument.

C. Purchaser/Lender Not Responsible. The purchaser or lender 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 debt 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 deposited in the Debt Service Account in an amount sufficient to pay principal, interest and other amounts due under the Debt Instrument.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in such account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, Debt Instrument in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such account shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Debt Service Account shall be applied to any other lawful purpose, including, but not limited to, the payment of Parity Obligations and bonds or obligations subordinate and junior to the loan Debt Instrument, or other 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. Lien on Pledged Revenues. The Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Debt Instrument, subject to the uses thereof permitted by and the priorities set forth in this Ordinance constitutes an irrevocable lien and a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and therein. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the debt authorized herein.

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 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 for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Debt Instrument, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Debt Instrument and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor, Manager, or Finance Director is hereby delegated authority to

execute the Sale Certificate and to determine any or all of the final terms of the debt, subject to the parameters and conditions contained in this Ordinance. The Manager shall present the Sale Certificate to the Governing Body in a timely manner, before or after the execution, issuance, and delivery of the Debt Instrument, at a regularly scheduled public meeting of the Governing Body.

Section 12. Amendment of Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration. This Ordinance will be supplemented by the terms set forth in the Sale Certificate.

Section 13. Ordinance Irrepealable. After the Debt Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Debt Instrument shall be fully paid, canceled and 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, resolutions and ordinances, 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 Clerk of the Governmental Unit, 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 maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

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:

(Form of Summary of Ordinance for Publication)

City of Alamogordo, 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. 1722 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on April 14, 2026. A complete copy of the

Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1376 East Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, NEW MEXICO  
ORDINANCE NO. 1724

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT OR THE ISSUANCE OF BONDS BY THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED \$12,865,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST TO (I) ACQUIRE, CONSTRUCT, PURCHASE, EQUIP, FURNISH, MAKE ADDITIONS TO, RENOVATE, REHABILITATE BEAUTIFY OR OTHERWISE IMPROVE THE CITY'S NATATORIUM, (II) FUND A RESERVE ACCOUNT, AND (III) PAY EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT OR BONDS SOLELY FROM THE REVENUES OF THE 0.125% MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 1091, ADOPTED MAY 9, 2000, AS AMENDED BY GOVERNMENTAL UNIT ORDINANCE NO. 1721, ADOPTED FEBRUARY 24, 2026, AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN AGREEMENT OR BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; 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 OR BONDS.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 14<sup>th</sup> DAY OF APRIL, 2026.

CITY OF ALAMOGORDO, NEW MEXICO

By \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Ordinance, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said 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 said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the 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 on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF ALAMOGORDO, NEW MEXICO

By \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Clerk

# AGENDA REPORT

## CITY OF ALAMOGORDO

### CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 5.

**Submitted By:** Shelley Dowhanik-Baron

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**Subject:** Consider, and act upon, appointing a member of the Alamogordo City Commission, and appointing a member of the public who is a resident of Alamogordo, to the Transportation Master Plan Steering Committee. (*Shelley Dowhanik-Baron, Community Development Director*)

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:** Appoint Commissioner Baxter Patillo and Alamogordo resident Pablo Atayde, to the TMP Steering Committee.

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**Background:** The City of Alamogordo has retained Lee Engineering to conduct a comprehensive Transportation Master Plan Study (TMP). The TMP will develop a strong, data-driven foundation to improve transportation safety, system performance, multimodal access, and overall quality of life in our community.

To gather input for the study, Lee Engineering are establishing a Steering Committee of various community representatives and stakeholders. These representatives will meet monthly and be tasked with providing public and stakeholder input that will guide the TMP's technical analyses and recommendations. Lee Engineering will facilitate structured discussions to confirm priorities, values, and desired outcomes. The visioning process will ensure that safety, economic development, mobility, and quality of life considerations are clearly articulated and will directly inform subsequent analyses and implementation strategies.

Lee Engineering has requested that an Alamogordo City Commissioner and a volunteer member of the public (who is an Alamogordo resident) provide their input and perspective to contribute to the shared transportation vision for our community.

Commissioner Baxter Pattillo would be an excellent representative of the City Commission due to his professional experience as a land surveyor and his leadership of the Otero County Planning and Zoning Board. Mr. Pablo Atayde was the sole member of the public who volunteered in response to the City's advertisement for stakeholder representation.

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 6.

**Submitted By:** Stephanie Hernandez

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**Subject:** Consider, and act upon, Resolution 2026-19, authorizing a conditional commitment of up to \$200,000 in opioid settlement funds for the Alamo City Dream Center project and authorizing the city to serve as fiscal agent. (*Sharon McDonald, Mayor, and Anthony Torres, Pastor Mountain View Church*) **(Roll Call Vote Required)**

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:**

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**Background:**

**RESOLUTION NO. 2026-19**

**A RESOLUTION AUTHORIZING A CONDITIONAL COMMITMENT OF UP TO \$200,000 IN OPIOID SETTLEMENT FUNDS FOR THE ALAMO CITY DREAM CENTER PROJECT AND AUTHORIZING THE CITY TO SERVE AS FISCAL AGENT.**

**WHEREAS**, the City of Alamogordo receives opioid settlement funds that are restricted and may be used only for opioid remediation, opioid abatement, and opioid-related expenditures consistent with the applicable settlement agreements, the New Mexico Opioid Allocation Agreement, Exhibit E opioid remediation uses, state law, audit requirements, and any applicable guidance issued by the New Mexico Department of Justice or other appropriate authority; and

**WHEREAS**, opioid settlement funds are not general-purpose funds and must be used for purposes directly related to opioid remediation and the abatement of harms caused by the opioid crisis; and

**WHEREAS**, allowable uses of opioid settlement funds include, but are not limited to, treatment and recovery support services, services for individuals with opioid use disorder, substance use disorder, and co-occurring mental health conditions, recovery services, warm hand-off programs, wraparound services, housing-related recovery supports, transportation, case management, crisis support, and other strategies intended to abate the opioid crisis; and

**WHEREAS**, the Alamo City Dream Center project proposes to establish a community-based daytime service facility intended to provide meals, safe daytime shelter, showers, laundry access, crisis support, outreach, referrals, and related services to vulnerable individuals in the Alamogordo and Otero County area, including individuals affected by opioid use disorder, substance use disorder, homelessness, crisis, and related behavioral health or recovery needs; and

**WHEREAS**, the proposed facility includes space for community services, meal service, showers, laundry, meeting space, office space, and related support functions that may support opioid remediation when used to provide recovery support, crisis stabilization, service navigation, referrals, outreach, and wraparound services to individuals impacted by opioid use disorder or related substance use and behavioral health conditions; and

**WHEREAS**, the City Commission desires to support the project in a manner that protects the restricted nature of the opioid settlement funds and ensures that no City opioid settlement funds are released unless and until sufficient capital has been raised or committed to begin the first phase of the project; and

**WHEREAS**, the City is willing to serve as fiscal agent for the opioid settlement funds committed to this project, subject to the execution of appropriate agreements and compliance controls; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City Alamogordo, New Mexico:

## **SECTION 1. CONDITIONAL AUTHORIZATION OF FUNDS.**

The City Commission hereby authorizes the conditional commitment of up to Two Hundred Thousand Dollars (\$200,000) in City opioid settlement funds for the Alamo City Dream Center project, subject to the restrictions, conditions, and requirements set forth in this Resolution and any subsequent funding agreement approved by the City.

## **SECTION 2. RESTRICTED AND ALLOWABLE USE.**

The funds authorized by this Resolution shall be used only for opioid remediation, opioid abatement, or opioid-related expenditures that are allowable under the applicable opioid settlement agreements, the New Mexico Opioid Allocation Agreement, Exhibit E opioid remediation uses, state law, audit requirements, and any applicable guidance.

Eligible uses may include the portion of project costs directly tied to opioid remediation services, recovery support services, crisis support, service navigation, outreach, wraparound services, hygiene and laundry access connected to recovery support, daytime stabilization services, and related programmatic or facility costs necessary to serve individuals affected by opioid use disorder, substance use disorder, co-occurring behavioral health conditions, homelessness, or crisis.

## **SECTION 3. CITY AS FISCAL AGENT AND CONDITION FOR RELEASE OF FUNDS.**

The City of Alamogordo is willing to serve as fiscal agent for the opioid settlement funds conditionally committed to the project. As fiscal agent, the City shall retain control over the opioid settlement funds until all conditions for release are satisfied.

No City opioid settlement funds shall be released, reimbursed, transferred, or otherwise disbursed until the City determines that sufficient capital has been generated, pledged, awarded, or otherwise legally committed to begin the first phase of the project.

For purposes of this Resolution, “sufficient capital” means funding commitments, donations, grants, financing, in-kind commitments, or other resources adequate to reasonably commence Phase One of the project without creating an unfunded obligation or requiring the City to advance opioid settlement funds before the project is financially ready to proceed.

## **SECTION 4. FUNDING AGREEMENT REQUIRED.**

Before any funds are released, the City and the appropriate project entity shall enter into a written funding agreement approved as to form by the City Attorney or other legal counsel designated by the City. The agreement shall include, at minimum:

- A. A detailed scope of eligible opioid-remediation-related work or services;
- B. A project budget identifying the specific use of City opioid settlement funds;
- C. Compliance with applicable procurement, audit, insurance, indemnification, and reporting requirements;
- D. A right of inspection and audit by the City;
- E. A clawback, repayment, or reimbursement remedy if funds are used for an ineligible purpose;
- F. Any other condition deemed necessary by the City Manager, Finance Director, City Attorney, or governing body to protect the City and ensure legal compliance.

**SECTION 5. REPORTING AND ACCOUNTABILITY.**

The project entity shall provide reports to the City as required by the funding agreement. Reports may include program outcomes, number of individuals served, types of services provided, opioid-remediation-related services delivered, referral activity, recovery support services, financial records, and any other information necessary for the City to document that the funds were used for allowable opioid remediation purposes.

**SECTION 6. NO GUARANTEE OF FUTURE FUNDING.**

Approval of this Resolution does not obligate the City to provide additional funding beyond the amount authorized herein and does not create an entitlement to future City funding, operational support, staffing, maintenance, or other financial assistance.

**SECTION 7. AUTHORIZATION TO IMPLEMENT.**

The City Manager, or designee, is authorized to take all administrative actions necessary to implement this Resolution, including coordination with the project entity, preparation of funding documents, fiscal agent procedures, compliance review, and presentation of any required agreements or budget adjustments to the City Commission.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

By: \_\_\_\_\_  
Sharon McDonald, Mayor

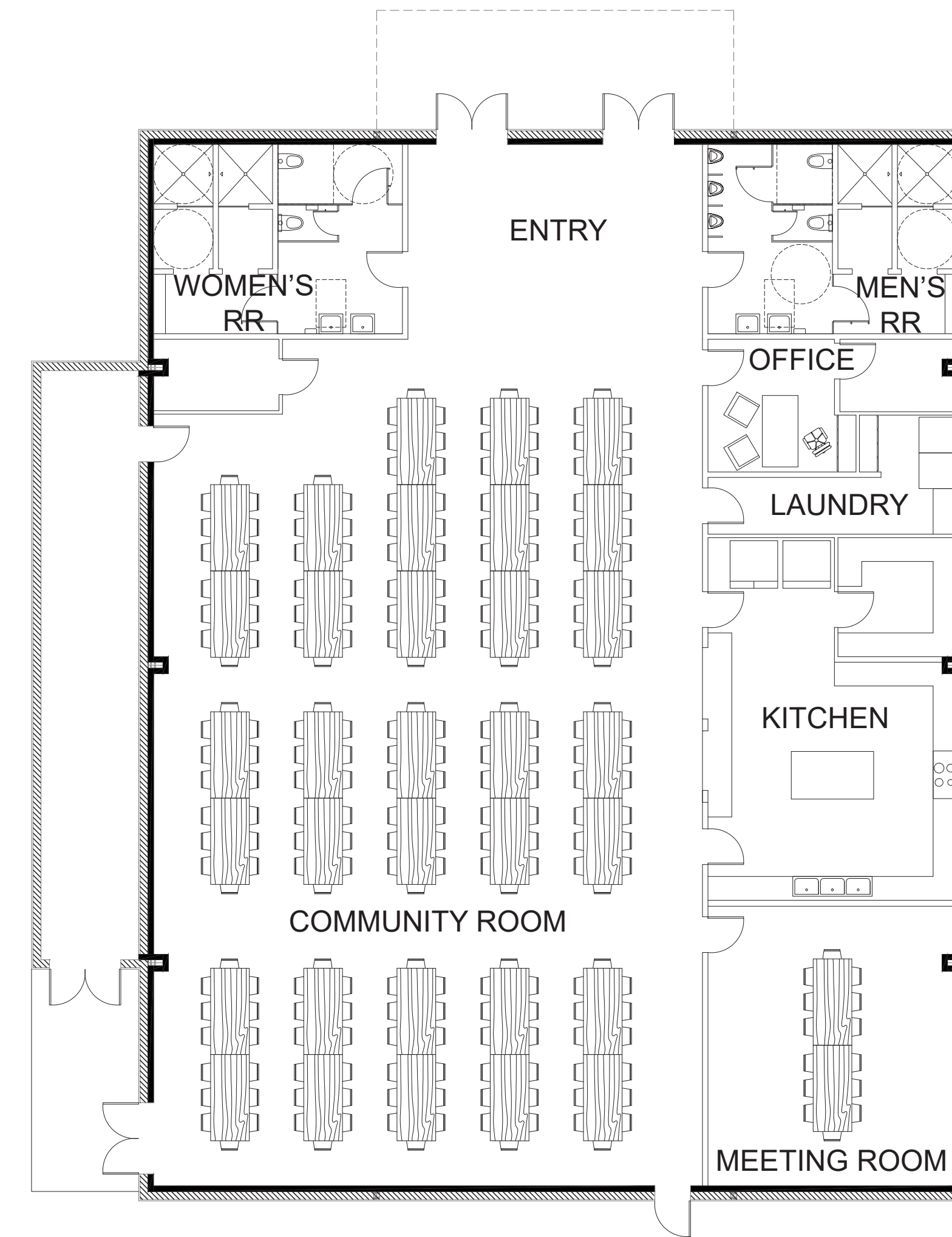
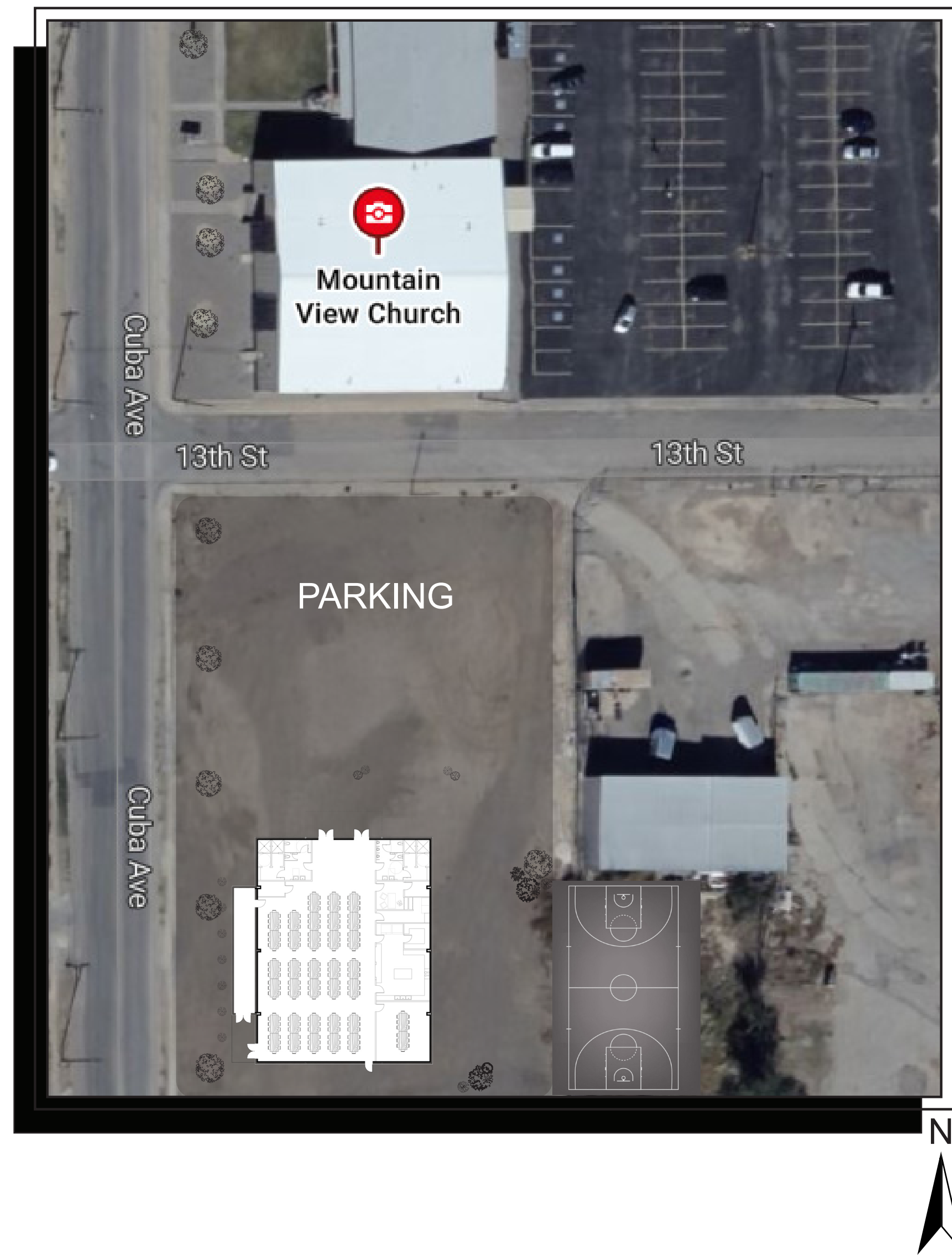
ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie J. Hernandez, Acting City Manager

# Mountain View Dream Center - Preliminary Design



PRELIMINARY FLOOR PLAN



NORTH ELEVATION

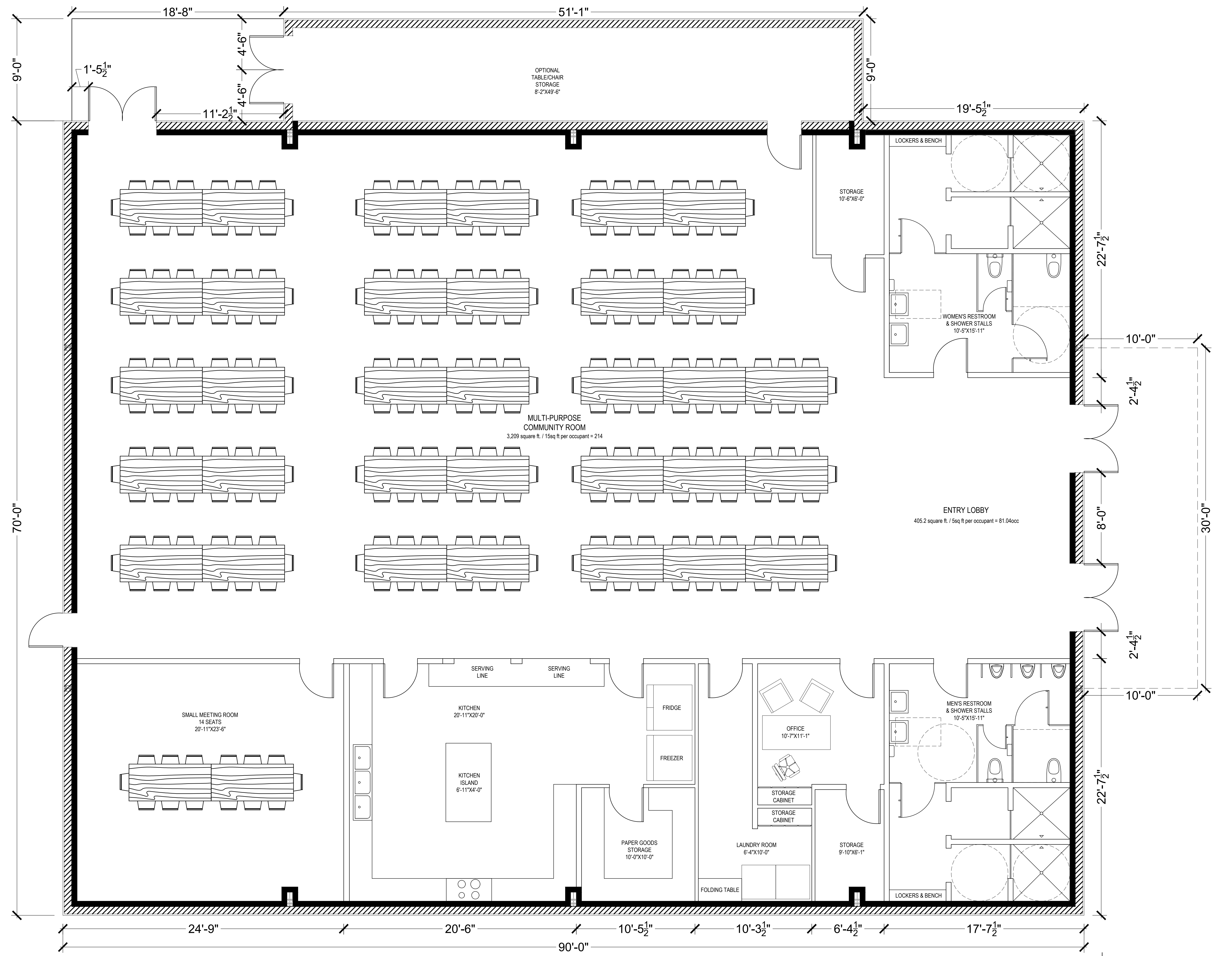
WEST ELEVATION



mountainview  
A church for everyone church



ARCHITECTS PC  
575.551.1080  
SMHARCHITECT.COM



# MOUNTAIN VIEW DREAM CENTER

Cuba Ave.  
Alamogordo, NM  
Otero County

**NOT FOR CONSTRUCTION**

Revisions: \_\_\_\_\_

DATE  
**02.26.2026**

SHEET  
**A 1**

1 | 1st Floor Plan  
A1 | 1/4" = 1'-0"



## **Mission Statement:**

**Alamo City Dream Center exists to serve our community**

**By feeding the hungry, offering a safe daytime shelter with access to showers and laundry, providing emergency crises to Otero County when needed with relief, restoring dignity, renewing and hope, and to restore every life we serve.**

**Ownership: Alamo City Dream Center will be its own entity operating as a 501C3 structured by a Board of Directors, listing Mountain View Church as full ownership and overseers of ACDC.**

## **Time of Operation:**

**Monday-Friday 11am-8pm**

## **Program Director \$60,000 Yearly Salary**

**Position Summary: The Program Director provides leadership, coordination, and oversight for all Alamo City Dream Center programs and services. The Program Director supervises staff and volunteers, manages daily operations, maintains compliance with health and safety standards, and helps guide outreach, partnerships, and program growth within the City.**

## **Key Responsibilities**

- **Oversee daily soup kitchen operations, including meal service and guest flow**
- **Supervise, train, and support staff and volunteers**
- **Develop and maintain schedules for volunteers and program activities**
- **Ensure food safety, sanitation, and health compliance standards are met**
- **Monitor inventory, food supplies, donations, and equipment needs**
- **Coordinate with community partners, donors, and service agencies**
- **Track program data, attendance, and outcomes for reporting purposes**
- **Help plan menus, special events, and additional support services**
- **Resolve guest concerns and ensure a welcoming, respectful environment**
- **Manage program budgets, purchasing, and resource allocation as assigned**
- **Support fundraising, grant reporting, and community outreach efforts**
- **Maintain accurate records and prepare reports for leadership**

## **1-Full time Chef-\$48,000 Yearly Salary**

**Position Summary:** The Chef is responsible for preparing nutritious, safe, and high-quality meals for guests of the soup kitchen. This role includes menu planning, food preparation, kitchen organization, sanitation, and working with staff and volunteers to ensure meals are served efficiently and respectfully.

#### Key Responsibilities

- Prepare and cook daily meals for soup kitchen guests.
- Plan menus using available food donations, pantry items, and purchased ingredients.
- Ensure meals are nutritious, balanced, and appropriate for the population served.
- Supervise kitchen staff and volunteers during food preparation and service.
- Maintain a clean, safe, and organized kitchen environment.
- Follow all food safety, sanitation, and health department regulations.
- Monitor food inventory and help reduce waste.
- Receive, inspect, and properly store food donations and supplies.
- Adapt recipes based on available ingredients and dietary needs.
- Assist with meal service as needed.
- Report equipment issues, supply needs, or safety concerns to management.
- Treat all guests, volunteers, and coworkers with dignity and respect.

#### **1-Care Worker \$35,000**

**(This could also be a volunteer position/Community Services)**

**Position Summary:** Care workers will assist the daily operations of ACDC with cleaning and Sanitation, help assisting with those in need of Showers and Laundry Services and Food Services, will be the overseer of floor operations with in ACDC

#### Key Responsibilities

- Janitorial Services for Facility when needed
- Maintain a Clean and Sanitation environment
- Helping anyone coming in for help with Showers and Laundry Services

- Serving and assisting those in need with food when the Soup Kitchen is open
- Help unload truck of supplies or donations (If needed)
- Run errands if needed by the Program Director

**Food Cost at Estimate: \$60,000 Yearly**

**Utilities at Estimate: \$36,000 Yearly**

**Total Yearly Operating Cost: \$239,000**

**Cost for Project: \$1,982,500**

**Building construction budget at approximately \$305.00 per square foot for a building around 6,500 square feet on an approximately 1-acre site. 1.9 Million**

That estimate **does include** the building from the ground up along with a **basic parking lot and typical over-excavation/site preparation requirements**, nothing out of the ordinary or extreme. It also assumes **basic commercial finishes**, which would be controlled and optimized by White Sands Construction during the design process to help keep the project within budget.

However, the estimate **does not include** the following:

- Furniture
- Non-built-in fixtures and equipment
- Low-voltage/communications systems
- Fire alarm systems
- Fire sprinkler systems
- Audio/visual systems
- Utility tap fees or meter fees from the **City of Alamogordo**
- Design and engineering costs

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 05/29/2026

**Report No:** 7.

**Submitted By:** Donneen Cota

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

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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

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**Background:**

**Airport Advisory Board**

No current vacancies.

**Airport Zoning Board**

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

**Alamogordo Public Library Board**

One current vacancy for a County-appointed representative.

**Parks and Recreation Board**

One upcoming vacancy for an applicant who lives in the City due to the expiring term of Linda Gilliland on July 23, 2026. One application from Linda Gilliland, if reappointed, this will be her 2nd term.

**Senior Volunteer Programs Advisory Council**

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

Print

RECEIVED

MAY 26 2026

CITY CLERK

Application to Serve on a Board/Committee - Submission #9386

Date Submitted: 5/26/2026



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

First Name:\*

Linda

Last Name:\*

Gilliland

Phone Number:\*

575-430-7651

Email Address:\*

gilli@beyondbb.com

Physical Address:\*

3023 Los Robles

City:\*

Alamogordo

State:\*

NM

Zip Code:\*

88310

Is the above address within City Limits?\*

- Yes
- No

Mailing Address:\*

3023 Los Robles

City:\*

Alamogordo

State:\*

NM

Zip Code:\*

88310

**Present Employer:\***

**Job Title:**

APS	Substitute teacher
-----	--------------------

**Board/Committee you would like to serve on:\***

Parks & Recreation Board ▼

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

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

- Yes
- No

**If so, what is their relation to you?**

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

- Yes
- No

**If so, what is their relation to you?**

**Experience and education relating to the Board/Committee:\***

I'm a prior AHS Tennis coach, served as a board member for CHINS and COPE, volunteered many years for P & R as summer tennis lessons, and am an active member of ATA

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

I'd like to continue on this board as we work to improve our parks as well as the entire community of Otero County

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 8.

**Submitted By:** Sharon McDonald

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

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

---

**Recommendation:**

---

**Background:**

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

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**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 9.

**Submitted By:**

---

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

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:**

---

**Background:**

# AGENDA REPORT

CITY OF ALAMOGORDO  
CITY COMMISSION

---

**Meeting Date:** 6/9/2026

**Report Date:** 06/05/2026

**Report No:** 10.

**Submitted By:**

---

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

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**Fiscal Impact:**

Amount Budgeted:

Fund:

Additional Fiscal Impact:

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**Recommendation:**

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**Background:**