

<b>LFC Requester:</b>	<b>Julisa Rodriguez</b>
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**AGENCY BILL ANALYSIS - 2026 REGULAR SESSION**

**WITHIN 24 HOURS OF BILL POSTING, UPLOAD ANALYSIS TO**  
[AgencyAnalysis.nmlegis.gov](http://AgencyAnalysis.nmlegis.gov) and email to [billanalysis@dfa.nm.gov](mailto:billanalysis@dfa.nm.gov)  
*(Analysis must be uploaded as a PDF)*

**SECTION I: GENERAL INFORMATION**

*{Indicate if analysis is on an original bill, amendment, substitute or a correction of a previous bill}*

**Date Prepared:** 1/29/2026 *Check all that apply:*  
**Bill Number:** SB-176 Original  Correction   
 Amendment  Substitute

<b>Sponsor:</b>	<b>Sen. Muñoz</b>	<b>Agency Name and Code Number:</b>	<b>Spaceport Authority</b>		
<b>Short</b>	<b>Limiting Fees Charged by the Spaceport</b>	<b>Person Writing</b>	<b>49500</b>		
		<b>Phone:</b>	<b>575-640-5249</b>	<b>Email:</b>	<b>scott.mclaughlin@spaceportamerica.com</b>

**SECTION II: FISCAL IMPACT**

**APPROPRIATION (dollars in thousands)**

Appropriation		Recurring or Nonrecurring	Fund Affected
FY26	FY27		
\$0	\$0	Nonrecurring	General Fund

**REVENUE (dollars in thousands)**

Estimated Revenue			Recurring or Nonrecurring	Fund Affected
FY26	FY27	FY28		

(Parenthesis ( ) indicate revenue decreases)

**ESTIMATED ADDITIONAL OPERATING BUDGET IMPACT (dollars in thousands)**

	FY26	FY27	FY28	3 Year Total Cost	Recurring or Nonrecurring	Fund Affected
<b>Total</b>	\$0	\$0	\$0	\$0		

(Parenthesis ( ) Indicate Expenditure Decreases)

Duplicates/Conflicts with/Companion to/Relates to:  
Duplicates/Relates to Appropriation in the General Appropriation Act

### **SECTION III: NARRATIVE**

#### **BILL SUMMARY**

Synopsis: Adds language to the original Spaceport Development Act regarding customer fees related to land, buildings, or other improvements.

#### **FISCAL IMPLICATIONS**

Note: major assumptions underlying fiscal impact should be documented.

Note: if additional operating budget impact is estimated, assumptions and calculations should be reported in this section.

#### **SIGNIFICANT ISSUES**

- **Background:** Spaceport customers operate on-site in a myriad of ways, sometimes using spaceport facilities or building their own. A few customers have long-term land and/or facilities leases. Many other customers are only there periodically throughout the year or just once. These periods can be for days, weeks, months, or years. Fees charged by Spaceport America vary depending on the services provided, which in turn depend on the customer's specific needs.
- "General Services" (as noted in SB-176) are often termed "User Fees" by the Spaceport Authority. User Fees are not necessarily related to or correlate with the rental of land or facilities; instead, they depend specifically on the customer's unique activity. Examples include rocket engine tests, UAV flights, or other aviation or aerospace tests or operations.
- While the new language in SB-176, Section 2, B.11, is potentially workable for a narrow type or set of customers, connecting annual fees mathematically to General Service/User Fees would inhibit the ability of the Spaceport Authority to negotiate rationally and equitably to attract customers, since there is no inherent direct correlation.

#### **PERFORMANCE IMPLICATIONS**

- For virtually all customers of the spaceport, Rental Fees and General Service/User Fees are unrelated. Creating a linkage in contracts imposes conditions on customer agreements that are likely to be unsubstantiated. This would constrain the Spaceport Authority's ability to find and retain customers.

#### **ADMINISTRATIVE IMPLICATIONS**

- None known at this time.

#### **CONFLICT, DUPLICATION, COMPANIONSHIP, RELATIONSHIP**

- None known at this time.

#### **TECHNICAL ISSUES**

- None known at this time.

#### **OTHER SUBSTANTIVE ISSUES**

- None known at this time.

## **ALTERNATIVES**

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## **WHAT WILL BE THE CONSEQUENCES OF NOT ENACTING THIS BILL**

- Unlike more straightforward use-case examples, such as an airport or an industrial park, so far, each customer at the spaceport has been unique, even among similar operations or tests (e.g., UAVs or vertical rocket launches). This means each contract or lease must be tailored to the customer's unique needs and the spaceport's capabilities and must allow flexibility for both parties. Not enacting this bill will continue to allow needed flexibility. However, in this novel environment, the Spaceport Authority is using lessons learned from each agreement to improve its approach in subsequent negotiations.

## **AMENDMENTS**