

CITY COUNCIL AGENDA

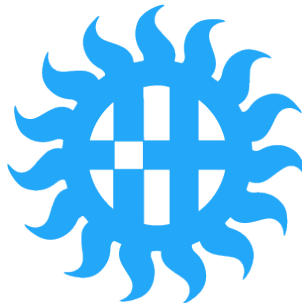
Mayor
Eric Enriquez

Monday, December 2, 2024 at 1:00 PM
Council Chambers

CITY HALL
P.O. BOX 20000
LAS CRUCES, NM 88004

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

700 N. Main St.
PHONE (575) 541-2067

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at [541-2115/V](tel:541-2115).

CONSENT AGENDA

Minutes and Items on the Consent Agenda Are Considered Routine Items and Will Be Voted on with One Motion Unless a Councilor Requests That a Specific Item Be Removed. There Will Be No Discussion.

Page

1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Councilor Flores.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Flores.
- 1.3. Jobs of the Week.
- 1.4. Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Regular City Council Meeting of November 4, 2024. 4 - 14
[City Council - Nov 04 2024 - Minutes - Pdf](#)

6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 6.1. RESOLUTION NO. 25-063: A RESOLUTION PROVIDING FOR THE DETERMINATION OF REASONABLE NOTICE OF MEETINGS OF 15 - 22

THE CITY COUNCIL AND ITS BOARDS, COMMITTEES, AND COMMISSIONS FOR CALENDAR YEAR 2025.

[Resolution No. 25-063 - Pdf](#)

- 6.2. RESOLUTION NO. 25-064: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 INCLUDING NM GROSS RECEIPTS TAX (GRT) FOR TIRES, TUBES, SUPPLIES & SERVICES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-029). 23 - 68

[Resolution No. 25-064 - Pdf](#)

- 6.3. RESOLUTION NO. 25-065: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$150,000 FOR ADVERTISING WITH BRAVO MIC COMMUNICATIONS, LLC OF LAS CRUCES, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. 69 - 74

[Resolution No. 25-065 - Pdf](#)

- 6.4. RESOLUTION NO. 25-066: A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$175,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008). 75 - 79

[Resolution No. 25-066 - Pdf](#)

- 6.5. RESOLUTION NO. 25-067: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMENDING THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET. 80 - 84

[Resolution No. 25-067 - Pdf](#)

- 6.6. COUNCIL BILL NO. 25-015; ORDINANCE NO. 3086: AN ORDINANCE CHANGING THE CONDITIONS OF THE M-1/M-2C (INDUSTRIAL STANDARD-CONDITIONAL) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 1.19 ACRES AND LOCATED AT 1013 PARKHILL DRIVE. THE ZONE CHANGE SEEKS TO REMOVE AN EXISTING CONDITION ON THE PROPERTY. SUBMITTED BY BORDERLAND ENGINEERS AND SURVEYORS. 85 - 122

[Ordinance No. 3086 - Pdf](#)

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

- 7.1. RESOLUTION NO. 25-068: A RESOLUTION APPROVING THE CITY OF LAS CRUCES' LEGISLATIVE PRIORITIES FOR THE 2025 NEW MEXICO LEGISLATIVE SESSION. 123 - 130

[Resolution No. 25-068 - Pdf](#)

- 7.2. RESOLUTION NO. 25-069: A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT PROJECT FOR AN AFFORDABLE MULTI-FAMILY HOUSING DEVELOPMENT, SUBJECT TO AWARD 131 - 238

OF SAID TAX CREDITS BY THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AS PART OF THEIR 2024/2025 4% LOW-INCOME HOUSING TAX CREDIT PROCESS.

[Resolution No. 25-069 - Pdf](#)

- 7.3. RESOLUTION NO. 25-070: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM. 239 - 341

[Resolution No. 25-070 - Pdf](#)

- 7.4. COUNCIL BILL NO. 25-016; ORDINANCE NO. 3087: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CH INDUSTRIAL ACQUISITIONS, LLC FOR THE SALE OF APPROXIMATELY 22.40 ACRES OF MUNICIPALLY OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$795,200) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312. 342 - 376

[Ordinance No. 3087 - Pdf](#)

- 7.5. COUNCIL BILL NO. 25-017; ORDINANCE NO. 3088: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL KNOWN AS PARCEL NUMBER 4-007-135-366-477 (AKA 905 S CAMPO ST.), TO MESILLA VALLEY PUBLIC HOUSING AUTHORITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY'S AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE. 377 - 381

[Ordinance No. 3088 - Pdf](#)

8. BOARD APPOINTMENTS

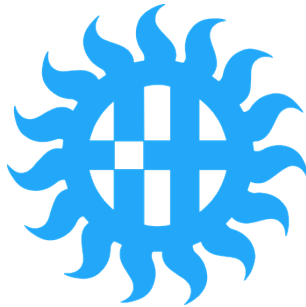
9. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
- 2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT



MINUTES

City Council

Monday, November 4, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores

ABSENT: Councilor Johana Bencomo and Councilor Becky Corran

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR GRAHAM.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM.

Councilor Graham presented Barbara Toth with a proclamation for Las Cruces Day of Remembrance for Road Traffic Victims

1.3 JOBS OF THE WEEK.

Sarah Raney, New Mexico Workforce Connection presented Jobs of the Week.

1.4 PETS OF THE WEEK.

None.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Tim Jenkins, Member of the Public said how is it possible that Las Cruces has now

Agenda Item #5.1.

become a dumping ground for homeless, illegals and drug addicts from all over the nation. Why is it that people being dumped here for us to deal with when in fact we can't even take care of the ones that are here in our own city. Who is getting kickbacks for all this mess and who is promoting this and why is this happening? About two months ago our Police Department, resource officers, codes enforcement and Mano y Mano spent 5 to 6 hours cleaning up the entire dirt lot across the street from Craig en Taggert. It was literally clean for less than two days before it had tents and trash all over again. The city owned arroyo next to Bubba's that literally took me three weeks to get completely cleaned up is again full of tents and trash and all of the no trespassing signs that I personally paid for out of my pocket have been ripped down and are gone and how is it possible that the Scottsdale Police Department is issuing \$50 bus tickets to any drug addicts or homeless people wandering the streets of Scottsdale to come here straight to Las Cruces. We keep talking about housing, housing, and housing but it seems to me that the housing is a very small fraction of a much bigger problem that only seems to be getting worse and worse every single day. What are we actually doing to solve the bigger problem here?

Juan Garcia, Member of the Public said when is enough, enough? Drugs are poisoning our streets, criminals are embolden by the lack of consequences, small businesses are dying, even behind a landscape that resembles a hurricane ravaged ghost town. It is time for change. Insanity is defined as voting for the same politicians and expecting different results. Look at the timing office of the following legislators who in my opinion by their lack of decisive action has empowered criminals and have endangered our families. Hamblen, four years, Cadena, four years, Ferrary, six, Rubio, New Mexico House District 35 who many will argue represents Ground Zero for crime in Las Cruces, six years, Lara, four, and Smalls, six. On the Senate side, Cervantes, 22 years of course that includes House and Senate, Soules, ten, and Steinborn, sixteen. A plague of violence has consumed our city since 2019 with this politicians at its rotten core. They all have been in the New Mexico Legislature for every step of this terrifying rise. They have enabled the chaos that is making Las Cruces trend toward a crime ridden nightmare with them protecting the criminal ideology. Public safety is a human right but these politicians have trampled it. Remember when they tried to disarm lawful gun owners, tried to make it illegal to purchase a large capacity magazine unless you are over 21 but it is okay to terminate the life of an unborn without age restrictions and parental consent. The same elected officials, Cadena, Ferrary, Jaramillo, Rubio, Smalls, Cervantes, Hamblen, Soules, and Steinborn voted to force schoolteachers to secretly help children access transgender surgeries and abortions with no parental notification. Every single one of these politicians is on the ballot. You hear, savor democracy is a desperate cry used for fearmongering. Our progressive friends shout it, but their actions have brought us to the precipice of collapse. Las Cruces, our city is becoming a war zone. Our people are enslaved by drugs that they have allowed to flood our streets, our businesses are covered in plywood, our children are their next victims. Will you or will we succumb to their deadly policies or do we rise up and reclaim what is left of our city. The power is ours, lets act with determination not insanity and vote to create a city where there is individual accountability and consequences and not a legislature who gives in my opinion a free pass to criminals. Think before you vote.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ. Dear

Agenda Item #5.1.

Lord God, bring wise decisions from these people that like the man before us that they can get this city straightened out. We ask that they consider things very carefully and take care of the people that they are serving, in Jesus name we pray. When I stopped God and a man by the name of Walter and myself had agreed that there is no such thing as a transgender. God created a man and a woman. His book is called Paper Genders and the only place you can change that is on paper. You can change your license, you can change birth certificate, you can change that, but you can't change your gender. No matter how much you get the other hormones in you and the other ones out when you die or whatever they take your bones, and they can figure it out that you were a male or female. He says that the people who have this identity disorder they are often pushed into it by like somebody says the teachers and in New Mexico you don't have to inform parents that this is happening, among other things, suicide, helping to change people and your kids in the area right there. I want to speak on transgender athletes. These are guys that can't make it. Even Bruce Jenner or whatever he calls himself now, agrees they should not be playing in this area with women. We fight so hard for Title IX and then we throw it away. I am going to stop now but when you go home practice your Mandarin.

Jim Hurst, Member of the Public said I want to address the comments made by Lonnie Montgomery at the last meeting. I agree with Lonnie on one thing. We need to talk about the role of religion on our society, but I disagree with Lonnie on many other ideas. No, America was not founded on biblical principles. America rejected at least three biblical principles, and we are most fortunate for having done so. The first biblical principle America rejected was monarchy, the rule by divine right. Romans 13 taught that all authority was derived from God, all who held the authority were given it by God and those who opposed authority opposed God. The implications of Romans 13 is that some were born noble and empowered to govern and some were born common and destined to be subjects. America said all are created equal. Another biblical principle America rejected though it took far too long to fully realize was slavery. The bible taught slaves to submit to their masters thus implying that some were created to be slaves, and some were created to be masters. The Declaration of Independence asserted that all were created free and equal. Misogyny, the idea that women were born to be servants of men is another biblical principle America rejected. The bible commands and in the same way it tells children to obey their parents, wives obey your husbands. I Corinthians 11:3, declares the head of a woman is man. It took thousands of years, but we know better than that now. Americans believe that men and woman are equal. If you don't believe that, you men try to convince your wife, mother, boss, coworkers, and daughters otherwise. Of course, not everything in the bible is wrong but the progress of America and all of humanity in the last few centuries has been realized by rejecting biblical principles determined to be irrational. Humanity is far better off being governed by reason than by holy books that is why it is fortunate that our constitutions specifies, freedom of religion and separation between church and state.

Jennifer Kreie, Member of the Public said I just thought public comment was going to be too short. I wanted to get up and say thank you for all of your attention and hard work.

4. READ CLOSED MEETING STATEMENT

4.1 READ NOVEMBER 4, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in closed session and only discussed those limited items as stated in the posted notice to discuss pending litigation in the matter of Juliana Reyes, which is closed pursuant to NMSA 1978, Section 10-15-1H (7).

5. ACCEPTANCE OF AGENDA

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to accept the agenda as presented.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF OCTOBER 7, 2024.

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 7.1 RESOLUTION NO. 25-050: A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2025.
- 7.2 RESOLUTION NO. 25-051: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF TWO (2) CONTRACTS FOR PAINT AND BODY WORK SERVICES TO A COMBINED TOTAL OF \$550,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-038).
- 7.3 RESOLUTION NO. 25-052: A RESOLUTION AUTHORIZING AN INCREASE IN TWO (2) CONTRACTS FOR LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR FOR A COMBINED TOTAL NOT TO EXCEED \$530,000 PLUS NEW MEXICO GROSS RECEIPTS TAX ANNUALLY (PROCUREMENT NO. 19-20-107).
- 7.4 RESOLUTION NO. 25-053: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF FOUR (4) CONTRACTS FOR MEDIUM DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL OF \$490,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-131).
- 7.5 RESOLUTION NO. 25-054: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF EIGHT (8) CONTRACTS FOR HEAVY DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL \$1,325,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-132).
- 7.6 RESOLUTION NO. 25-055: A RESOLUTION AUTHORIZING THE CITY OF

LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FISCAL YEAR (FY) 2025 BUDGET.

8. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

8.1 RESOLUTION NO. 25-056: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$175,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

Gaby Prats, Grants Manager gave the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-056.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Cassie McClure
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

8.2 RESOLUTION NO. 25-057: A RESOLUTION AMENDING CONTRACT 20-21-054 AXON LAS CRUCES POLICE DEPARMENT (LCPD) CAMERAS WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA TO INCREASE THE CONTRACT AMOUNT BY \$446,625.57 FOR BODY CAMERA AND NONLETHAL ELECTRICAL CONDUCTED WEAPONS (TASER) AND DATA STORAGE SERVICES FOR A TOTAL NOT TO EXCEED \$2,324,799.79 PLUS GROSS RECEIPTS TAX.

Virginia Barela, Buyer II gave the overhead presentation.

Councilor McClure asked back in 2020 when the senate bill went in, did they allocate any funds for municipalities for the use of the body cameras?

Jeremy Story, Police Chief said no, that was an unfunded mandate. So, when the requirement came down there was no funding attached to this Senate Bill 8. We have already equipped all of our commissioned officers with body cameras. So, we are already in compliance initially.

Councilor Flores asked what I understood the Police Department had the tasers and then the cameras, did they go hand in hand, or I misunderstood that part?

Virginia Barela said the Police Department did own body cameras and they are interconnected with the tasers that they own.

Councilor Flores asked how are they interconnected?

Chief Jeremy Story said Axon is actually the company that we are talking about was originally called Taser and so they are the first tasers in all their different iterations. So, they are the company that makes our body cameras and our tasers. Obviously,

Agenda Item #5.1.

the same company and so they are designed so that they work together. For instance, if your body camera is not recording and you turn your taser on it automatically starts recording your body camera and everybody within a certain radius. So, there is kind a check and balancing between the two products.

Councilor Flores asked does that mean if the camera is turned on the taser is functioning? Or does it work that way too?

Chief Jeremy Story said no, it does not work in the reverse.

Councilor Flores asked what does reaction software mean?

Chief Jeremy Story said we have received an increasing amount of IPRA requests or public records requests, year to date we are at 1,849 just for the Police Department. So, the redaction software is a tool that our IPRA staff uses to go through the body camera footage and then apply a redaction, to things that are allowed by law to redact or exempt.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-057.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Cassie McClure
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

8.3 RESOLUTION NO. 25-058: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMEND THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.

Leeann DeMouche, Finance Director gave the overhead presentation.

Councilor Flores asked what part of the area or what part of town or what district are these septic tanks being installed?

Carl Clark, Assistant Utilities Director said there is a map there showing some of the areas and the council districts where we did the improvements. The green are the ones that we completed, the yellow are completed now so everything that we see in color there ignore been highlighted has been completed. So that is Council District 2, Salopek Subdivision, there is District 4, as you can see, we did four in that area and then we have a bunch over in Hacienda Acres that we completed as well. That is Council District 6. I believe that is the last of them.

Councilor Flores said there are still some homes in District 6 that I am aware of that, the septic tanks haven't been replaced by sewage so is there anything in the works for that?

Agenda Item #5.1.

Carl Clark said we will be applying for some state legislative money but after spending all the ARPA money we don't have any more money available to help connect people at this time.

Councilor Flores asked will be asking the next legislative session?

Carl Clark said yes, the next go round.

Councilor Mattiace asked can you bring up District 2 slide again and when you say it is completed, what is actually completed?

Carl Clark said it is the highlighted lots that you see on that map, those have been tied into the system totally. The ones that don't have any highlights on those property parcels they either selected that they weren't going to do it, or they weren't part of the priority levels that we initiated originally.

Councilor Mattiace said if I remember correctly there was over 300. So how many have you completed?

Carl Clark said there are over 400 that need to be done, and we only completed 71 with the money that we received.

Councilor Mattiace asked we are making a pitch to the state for more funds?

Carl Clark said we will be making a pitch to the state for that type of money to connect customers.

Councilor Flores asked does that mean the aim of the city or the goal the city has is to replace all of the sewage tanks with appropriate sewage equipment?

Carl Clark said the goal is actually part of our septic replacement project update in 2008, so there was a study done by CD & Smith back in 2008 where they looked at everybody that was on septic within the city limits and they identified the priorities. So, we have a top high, middle, and low priority.

Councilor Flores asked what qualifies as top?

Carl Clark said top is within 1,000 feet next to city water well because we don't want to be drawing any of that septic into our own water wells.

Councilor Flores asked are all of those taken care of?

Carl Clark said we have done a lot of improvements or putting sewer in different areas of the city and the ones that have top priority have been somewhat addressed in regards to having municipal sewer with close proximity to the houses but they may not have connected. Those are some of those that we reached out with the matrix that we

Agenda Item #5.1.

put together when we received the ARPA funding, we listed all the top areas and those were the first ones we hit. It had to do with being in the top area and low to moderate income and so in our matrix it brought everything to the top and we reached out to those residents and unfortunately, we couldn't force them on to it so they had to choose to be on it to be a part of the ARPA money. Some turned it down and some of them said no we don't want it, and some didn't respond. We knocked on the doors and they still didn't want it, and some didn't respond, and we knocked on their door and they did want it. So, we worked with everybody out in those areas.

Councilor Flores asked even though it was fully funded there were some residents who did not want it but isn't it a health and safety issue? There is seepage happening all the time with those sewers or the septic tanks so is there anything that the city can do so far as besides asking for money. I think asking the legislature is fine of course it is our taxes anyway, but it seems to me that we present some efforts to educate our community we would probably have some data to present that to the appropriate legislators.

Carl Clark said this is the first time we have ever been offered money to be able to do that for the customer side, but it is something that actually went over very well and it was received very well. It is very expensive in that aspect whenever we do that work. We end up paying more because we are the municipality and there is certain things that we have to do that provide us with a cost. I wholeheartedly I would love to get additional legislative funding. There is an ordinance in place that requires people to tie in within a year of the sewer main being installed however there is not funding available for them and there is no teeth in that ordinance that says you will be fined X so it just leaves it open. When that ordinance came about a couple of years ago, three or four, Adrienne Widmer the Director of Utilities brought that forward to council and that was the decision made by council not to put any penalties for those who don't tie in.

Councilor Flores said it would be good if we could get some money from the feds perhaps, I don't know. I think there is resources. I think there is money from the federal government for this sort of stuff, isn't there?

Carl Clark said I would assume there possibly is and we do request that and we are going to request it more heavily now so that we can start getting these people transferred over, but it is out of my hands. All I can do is request and hope that it comes in.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-058.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Cassie McClure
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

9. BOARD APPOINTMENTS

9.1 CYNTHIA ENRIQUEZ

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to appoint Cynthia Enriquez to the Capital Improvement Advisory Committee.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Cassie McClure
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

10. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
- 2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10.1

None.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

None.

11.2 COUNCILOR MATTIACE

None.

11.3 COUNCILOR GRAHAM

Tomorrow is Election Day, last day to make your voice heard despite all of the anxiety and angst and all of the other A-N words that you might be feeling about the election. I hope you like me also see it as a celebration. I love Election Day. Voting is a privilege and an honor, and it is something that my grandmother made Election Day into a holiday when I was a little kid. That is back when you would actually go in and pull a curtain and pull a lever. So, I like to think that her spirit and her civic duty is a lot of the reason why I am here right now. It makes me think about it and please find a moment to smile on Election Day and think about the beauty of making your voice heard even if otherwise have a big old knot in your stomach like me.

11.4 COUNCILOR FLORES

Voting for me is a very similar experience since my parents were voters and my father was a naturalized citizen, and my mother was born in the USA. I always felt proud, and the voting took place at our elementary school, the auditorium. It was just such a big deal when you would walk into the auditorium when you are not supposed to be there at night, whatever. That was highly engrained in our family and so we are very fortunate to live in a country that the people speak and then we get our leaders.

Just these past two weeks in my district there has been one incident of a loud party going on and you know in a quiet community in a cul-de-sac in fact. I believe there

Agenda Item #5.1.

was some shootings I don't know if anybody died. I have not followed up on that and then today this morning I learned that there was another thing and that was, the one that happened over the past weekend is near my home. The one that I learned about this morning happened on the north side of Highway 70. It's a new area for me after we did our redistricting. These are all very quiet areas but apparently people are beginning to feel that they can meet in masses and make a lot of noise till two, three, four o'clock in the morning. So, I just want to say that I find that very saddening and I want to thank our Police Department for being out there for putting themselves at peril in the line of duty for no good reason that I don't understand why it is happening.

11.5 MAYOR ENRIQUEZ

Adrienne Widmer, Utilities, thank you and your staff. Friday we were invited to Utilities. They had a rodeo day. A lot of fun, entertainment, food but where they got an opportunity to show off their skills through various competitions from backhoes to meters to the skid unit and Councilor McClure was there and she participated and did a tremendous job on that skid. I think she placed and got some hardware. Okay, I made that part up, but she did extremely well. It was like an obstacle course, and she did well. Thanks for participating, our City Manager was there as well. It was a great day and great event and thanks for the invite and all you do at Utilities.

Again, a reminder that the Veteran's Parade will be this Saturday at downtown at 11 a.m. and I encourage everyone to get out and vote as well. Next week I will be out at the National League of Cities where the City of Las Cruces will be receiving a Lifetime Award for being a member of National League of Cities for 50 years. I will be attending that and receiving that for the City of Las Cruces.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

Tomorrow is voting day and as we all know from this seat and from staff we stick to facts here. We have a GRT on the ballot. This would be the first increase in about ten years. If it passes this would produce about \$11 million for us on average a year for public safety, for road, park improvements, and critical infrastructure. GRT is paid by everyone who purchases goods and services in Las Cruces from city, county residents, and tourist and visitors, not just residents. The increase amounts to about .32 cents for every \$100. GRT is not collected on groceries and not collected on medicine in New Mexico. If it passes the change will go into effect July 2025. As mentioned, key projects could include a new downtown public safety facility, indoor recreational facility, needed improvements to streets, parks, etcetera.

I have had the opportunity in this past week to meet with our construction team which includes Public Works, includes end user departments such as Park & Rec, City Manager's Office, Quality of Life, museums, libraries, and our Planning and Innovation team. In this meeting we were presenting a list of capital projects, amounts, that amounts up to \$787 million worth of projects that are the total amount of funds that are needed to complete these projects, and we don't have these funds, and this is a fact. It is a fact that this is the total amount and what the cost of infrastructure and construction increasing 40%. It has been challenging as a city to

Agenda Item #5.1.

figure out how to make the ends meet. That is why what you see on the ballot is the GRT. It has been ten years since there has been an increase and so this has been our approach, council approved this, and this is where we will leave this in the hands of the voters. I just wanted to share that and bring that to light as this is what we are dealing with. Many projects, many demands and at the end of the day we reach out to the state, and they say the state has a lot of money and they do their best, representatives and legislators, they are allocated funds but there is only so much that they can do so here is the facts. In recent years they have only given which has been very gracious from them, but they have given us an average of \$11 million for varying projects. Eleven million dollars which goes a long way to knocking the \$787 million amount of projects. We are grateful. There are many reps and legislators who are tracking, we have met with them. Those who have been able to meet thank you so much for making that time but this is the situation, so I just wanted to share that to those. Those who didn't vote tomorrow is voting day and I just wanted to put that out there as a consideration to those who still have to make a decision. Thank you all and thank you city council for your time.

13. ADJOURNMENT

13.1

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to adjourn at 2:00 p.m.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Yvonne Flores
ABSENT:	Councilor Johana Bencomo and Councilor Becky Corran

Mayor

City Clerk



25-063

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Christine Rivera	Department:	City Clerk
Program:	Compliance	Line of Business:	Office of City Clerk
Title:	A RESOLUTION PROVIDING FOR THE DETERMINATION OF REASONABLE NOTICE OF MEETINGS OF THE CITY COUNCIL AND ITS BOARDS, COMMITTEES, AND COMMISSIONS FOR CALENDAR YEAR 2025.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To approve reasonable notice requirements for City Council and commissions, committees, and boards.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On an annual basis, the City Council is required to pass a resolution to determine reasonable notice of meetings of the City Council and the City Council appointed commissions, committees, and boards pursuant to NMSA 1978, Section 10-15-1(D).

This resolution provides the same requirements as previously adopted and includes an amendment passed by House Bill 21 that requires final agendas be available 72 hours prior to a meeting, except in the case of an emergency. Procedures for posting notices of regularly scheduled open meetings, closed meetings, public hearings, work sessions, special meetings, emergency meetings and City Council appointed commission, committee, and board meetings are covered in this resolution.

SUPPORT INFORMATION:
[Exhibit "A" - Meeting Schedule 2025](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

Agenda Item #6.1.

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and adopt the reasonable notice requirements for 2025.
2. Vote "No"; this is not an option.
3. Vote to "Amend"; this would require direction from Council to staff.
4. Vote to "Table"; this could delay the implementation of the City's required reasonable notice for 2025 as well as approval of dates for city council meetings in 2025.

RESOLUTION 25-063

A RESOLUTION PROVIDING FOR THE DETERMINATION OF REASONABLE NOTICE OF MEETINGS OF THE CITY COUNCIL AND ITS BOARDS, COMMITTEES, AND COMMISSIONS FOR CALENDAR YEAR 2025.

The City Council is informed that:

WHEREAS, the Las Cruces City Council met in a regular session at 1:00 p.m. on December 2, 2024; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Las Cruces City Council to determine annually what constitutes reasonable notice of its public meetings; and

WHEREAS, Section 10-15-1(F) of the Open Meetings Act increased the time that public bodies must make the agenda available to 72 hours prior to a meeting, except in the case of an emergency; and

WHEREAS, Section 10-15-1(F) also requires that agendas be posted on the public body's website within the specified time periods if a website is maintained.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT pursuant to NMSA 1978, Section 10-15-1(A) and (B), all meetings of a quorum of the City Council of the City of Las Cruces, New Mexico, held for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority delegated to the City Council, as further described in Sections III and IV of this policy, shall be made open to the public, except as otherwise provided by law. Any member of the public may attend an open meeting and listen to the deliberations and proceedings of the City Council.

(II)

THAT pursuant to NMSA 1978, Sections 10-15-1(H) and (I), the City Council upon its own motion may close a meeting to the public if the subject matter of such discussion or action is included in Subsection H of the Open Meetings Act or if the need to close the meeting is required by other laws which specifically preserve the confidentiality of certain information that is to be considered at the closed meeting. If any meeting is closed pursuant to exclusions contained in Subsection H, such closure: (1) if made in an open meeting shall be approved by a majority vote of the quorum of the City Council and the specific statutory or other authority for such closure, and the subject to be discussed, shall be stated with reasonable specificity in a motion calling for the vote on a closed meeting, and such vote shall be taken in an open meeting with the vote of each Councilor recorded in the minutes; or (2) if called for when the City Council is not in an open meeting, such closed meeting shall not be made until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting, and stating with reasonable specificity the subject to be discussed, is given to members of the general public. Only those subjects announced or voted upon prior to closure by the City Council shall be discussed in a closed meeting.

Following completion of any closed meeting, the minutes of the open meeting that was closed or in the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meeting shall be made by vote of the City Council in an open public meeting.

(III)

THAT meetings at which a quorum of the City Council discuss or adopt any proposed resolution or ordinance, or take any other formal action, are open to the public. Pursuant to NMSA 1978, Section 10-15-1(C), a councilor may participate in any open meeting called to take formal action by means of a conference telephone or other similar communication equipment. Participation by telephone or other similar communication is permitted when requested by a councilor and approved by Council. Requests shall be considered on a case-by-case basis provided that each councilor participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any councilor who speaks during the meeting.

A. Regularly Scheduled Open Meetings.

Unless the business before the City Council dictates otherwise, the City Council will conduct open meetings to take formal action on the first and third Monday of each month at 1:00 p.m. as referenced in Exhibit "A." When Monday is a city holiday, the meeting shall be held on the next business day. The City Council has the authority to change the meeting time with minute action in compliance with the Open Meetings Act, for subsequent regular meetings.

Staff is hereby authorized and directed to publish this resolution one time as a legal advertisement in a newspaper of general circulation in the City of Las Cruces.

The City Council will conspicuously post an agenda of the meeting at least 72 hours prior to the meeting. In accordance with this resolution, the agenda shall be issued and circulated to the press, radio, and other public information media who have provided a written request for such notice and posted on the bulletin boards of City of Las Cruces City Hall, Thomas Branigan Memorial Library, and on the city's website.

The agenda shall indicate the date, time, and place of the meeting, a list of all action items to be considered at that meeting, and a list of any other specific items of business to be transacted. The City Council shall only take action on items appearing on the agenda.

B. Hearings Before the City Council.

At any hearing at which a quorum of the City Council will be present, the City Council will provide notice of the hearing as an open meeting to take formal action and shall issue an agenda as prescribed in Section III(A) or (C) of this policy. Within a reasonable time, but in no less than 72 hours prior to the hearing, the City Council shall also provide actual notice to all parties in that case or their counsel and to any other person who has requested such notice of the date, time, location, and purpose of the hearing.

If during the course of a public hearing at which a quorum of the City Council presides, the City Council determines that the hearing should be recessed and reconvened to a date subsequent to that date stated in the meeting notice, the City Council will specify the date, time, and place for the reconvened meeting prior to recessing and will conspicuously post notice of the date, time, and place for the reconvened meeting near the door of the place where the original meeting was held and on the bulletin board in the lobby of City Hall.

C. Other Open Meetings In Between Regularly Scheduled Open Meetings.

If the public interest requires other formal action by the City Council in between regularly scheduled open meetings, the City Council may conduct an open meeting to take formal action at such times. Except in the case of an emergency as defined in NMSA 1978, Section 10-15-1(F), the City Council will provide notice of each such meeting by conspicuously posting an agenda and a notice of the date, time, and location of such open meeting on the bulletin board in the lobby of City Hall, the city website, and by emailing a copy of the notice to the press at least 72 hours prior to the special open meeting.

(IV)

Work Sessions

THAT a quorum of the City Council will also meet periodically in "work sessions." A "work session" is any meeting of a quorum of the City Council which does not involve any formal action by the City Council. Such sessions include but are not limited to (1) discussion related to the formulation of public policy prior to the formal discussion or adoption of any resolution or ordinance pending before the City Council; (2) discussions of internal administrative actions concerning the operations of the City Council; and (3) information discussions between staff and the City Council in preparation for formal discussion or action. Work sessions of a quorum of the City Council are open meetings and are open to the public, unless the subject of the work session is included in Subsection H of NMSA 1978, Section 10-15-1 and the City Council decides to close the work session to the public in accordance with NMSA 1978, Section 10-15-1(I) and Section II of this policy. Any person wishing to attend a work session of the City Council, which has not been closed pursuant to NMSA 1978, Section 10-15-1(H) and 10-15-1(I) and this open meeting policy shall be allowed to attend and listen to the instructions.

(V)

Emergency Meetings

THAT emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. The Las Cruces City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon four (4) hours' notice, unless threat of personal injury or personal damage requires less notice. The notice of all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

All emergency measures adopted must be submitted to the Attorney General within 10 days of the meeting at which the action was taken, provided that the requirement to report to the Attorney General is waived due to state or national emergency.

(VI)

Council Appointed Commissions, Committees, and Board Meetings

THAT Commissions, Committees, and Advisory Boards of the City of Las Cruces shall similarly issue their agendas by posting one on the City Hall bulletin board, the Thomas Branigan Memorial Library bulletin board, on the city's website, and furnishing copies to the news media who have provided a written request for such notice, and provide such other notice as may be required by ordinance and law. Such issuance and posting are determined to be reasonable notice.

(VII)

Compliance

THAT substantial compliance with any one of the foregoing methods of giving notice shall constitute compliance with this resolution and NMSA 1978, Sections 10-15-1 through 10-15-4. Nothing herein shall prevent the use of additional means or methods of giving notice of regular or special meetings. Nothing herein shall require new notice of any public meeting for which notice has been given and which is recessed or adjourned. However, in recessing the meeting, the presiding officer shall announce the meeting, the time, and the place the meeting shall reconvene.

(VIII)

Accommodation

THAT in addition to the information specified above, all notices shall include the following language: "If you need an accommodation for a disability to enable you to fully participate in this event, please contact us 72 hours before the event at 541-2115/V."

(IX)

Validity

THAT if any section, paragraph, clause or provision of this resolution shall be for any reason held to be invalid or unenforceable, the validity of unenforceability of such section, paragraph or clause or provision shall not affect any of the remaining provisions of this resolution or its application to other situations.

(X)

Repealer

THAT all bylaws, order and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any prior bylaw, order or resolution or part thereof, heretofore repealed.

(XI)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS



2025 CITY COUNCIL REGULAR MEETING SCHEDULE

*Meetings that fall on Holidays have been scheduled for the next day

**Meeting has been moved to Tuesday due to Las Cruces Days in Santa Fe

Monday, January 6, 2025

Tuesday, January 21, 2025*

Tuesday, February 4, 2025**

Tuesday, February 18, 2025*

Monday, March 3, 2025

Monday, March 17, 2025

Monday, April 7, 2025

Monday, April 21, 2025

Monday, May 5, 2025

Monday, May 19, 2025

Monday, June 2, 2025

Monday, June 16, 2025

Monday, July 7, 2025

Monday, July 21, 2025

Monday, August 4, 2025

Monday, August 18, 2025

Tuesday, September 2, 2025*

Monday, September 15, 2025

Monday, October 6, 2025

Monday, October 20, 2025

Monday, November 3, 2025

Monday, November 17, 2025

Monday, December 1, 2025

Monday, December 15, 2025



25-064

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 INCLUDING NM GROSS RECEIPTS TAX (GRT) FOR TIRES, TUBES, SUPPLIES & SERVICES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-029).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To authorize an annual amount for tires, tubes, supplies, and services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On September 25, 2024, the City of Las Cruces (City) executed an Existing Contract Purchase Agreement via Doña Ana County Contract No. 25-091 for Tires, Tubes, Supplies, & Services with Mesilla Valley Commercial Tire. The City will require services exceeding the \$100,000 threshold requiring City Council approval. The Fleet Services Program and Utilities Department's Solid Waste Program are requesting authorization for an annual amount not to exceed \$1,000,000 including NM GRT for these products and services. The current contract term is valid through September 1, 2025, and may be renewed for up to three (3) additional years.

SUPPORT INFORMATION:
[Attachment "A" 24-25-029 Tires Tubes Supplies and Services ECPA](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:
BUDGETED AMOUNT: AVAILABLE AMOUNT: EXPENDITURE AMOUNT:

Agenda Item #6.2.

Funding Source(s):

Various

Overall Budget Impact:

Two programs utilize these contracts, Solid Waste and Fleet Services. Each program will open purchase order requests that will be dependent upon available budgeted amounts and funds approved through the Budget program.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an annual not-to-exceed amount of \$1,000,000 for Tires, Tubes, Supplies & Services.
2. Vote "No"; this will deny the Resolution, which will negatively impact continued City-wide operations and continuity of services.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the authorization, which will negatively impact continued City-wide operations and continuity of services.

REFERENCE INFORMATION:

Existing Contract Purchase Agreement 24-25-029

RESOLUTION 25-064

A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 INCLUDING NM GROSS RECEIPTS TAX (GRT) FOR TIRES, TUBES, SUPPLIES & SERVICES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-029).

The City Council is informed that:

WHEREAS, on September 25, 2024, the City of Las Cruces (City) executed an Existing Contract Purchase Agreement via Doña Ana County Contract No. 25-091 Tires, Tubes, Supplies, & Services with Mesilla Valley Commercial Tire; and

WHEREAS, the City will require services exceeding the \$100,000 threshold requiring City Council approval; and

WHEREAS, the Fleet Services Program and Utilities Department's Solid Waste Program are requesting authorization for an amount not to exceed \$1,000,000 annually for these products and services.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizing the annual not-to-exceed amount of \$1,000,000 for tires, tubes, supplies and services, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

DONA ANA COUNTY CONTRACT NO. 25-091

TIRES, TUBES, SUPPLIES & SERVICES

Pursuant to terms and conditions of DONA ANA COUNTY Contract No. 25-091, BID No. 24-0042 dated September 19, 2024, between the DONA ANA COUNTY and MESILLA VALLEY COMMERCIAL TIRE (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this 25th day of September 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4(25). 24 ARPT
2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to DONA ANA COUNTY Contract No. 25-091, as set forth in Attachment A, attached hereto and made a part of this Agreement.
3. The effective period of this Agreement shall coexist with DONA ANA COUNTY Contract No. 25-091.
4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of DONA ANA COUNTY Contract No. 25-091. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.
5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.
6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.
7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for

correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.
9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.
10. Contractor represents and warrants the following:
 - a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
 - c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.
11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

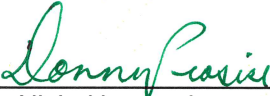
12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

MESILLA VALLEY COMMERCIAL TIRE

BY: 
Nick Faust
Owner

09/24/24
Date

CITY OF LAS CRUCES

BY: 
for Alicia Hernandez
Purchasing Manager

09.25.24
Date

APPROVED AS TO FORM

 for BD 9/23/24
City Attorney

Attachment A

CONTRACT # 25-091
Effective Date: 9/19/24

DOÑA ANA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

Contractor Legal Name: Mesilla Valley Commercial Tire

Services Summary Description: Tires, Tubes, Supplies & Services

Initial Period of Performance shall be through: September 1, 2025

Pre-GRT, Total Annual Charges to this contract may not exceed: Indefinite Quantity

This Contract complies with New Mexico and County procurement requirements as follows: __

☐ RFP # _____, ☐ Under \$75,000/yr **or** ☐ BOCC approval date _____

☒ Bid # 24-0042, ☒ Under \$75,000/yr **or** ☐ BOCC approval date _____

☐ "Qualified" Professional Service, Under \$60,000 annually. Qualifications attached.

☐ Three Written Quotes under \$60,000 annually. ☐ Quotes under \$20,000 annually.

☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor: Mesilla Valley Commercial Tire
Department: Fleet	ATTN: Nick Faust
ATTN: Gabriel Silva	Title: Owner
Street: 845 N. Motel Blvd.	Street: 6375 W. Picacho
City, State, Zip: Las Cruces, NM 88007	City, State, Zip: Las Cruces, NM 88007
Phone: 575-647-7120	Phone: 575-525-3246
Fax:	Fax:
Cell:	Cell: 575-649-7971
Email: gabrielsi@donaanacounty.org	Email: mesillavalleytire@gmail.com

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an “as ordered” basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an “as needed” basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor’s responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County’s solicitation documents, and the Contractor’s response to the solicitation, in that order, shall control the interpretation of the parties’ respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence Effective Date or date of last signature, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to three (3) additional years, not to exceed a total of four (4) years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in “Notices” above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

ARTICLE 32 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

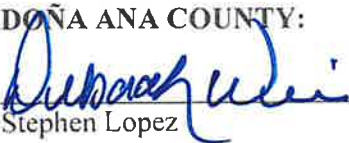
ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

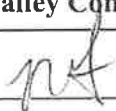
SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

DOÑA ANA COUNTY:

Mesilla Valley Commercial Tire

030 
Stephen Lopez
Interim County Manager


Nick Faust
Owner

Date: 9/19/2024

Date: 9/19/24

Contractor’s NM Taxation and Revenue Department ID Number: CD 945337-002

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

Section I, Appendix A

Title VI Plan Compliance

Title VI Policy Statement

Doña Ana County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Doña Ana County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Doña Ana County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

CONTRACTOR COMPLIANCE:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Doña Ana County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Doña Ana County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Doña Ana County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Doña Ana County to enter into any litigation to protect the interests of Doña Ana County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACTOR COMPLIANCE WITH STATUTES AND AUTHORITIES:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), {prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, {29 U.S.C. § 324 *et seq.*}, (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, {29 U.S.C. § 794 *et seq.*}, as amended, {prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*

ATTACHMENT A***MESILLA VALLEY COMMERCIAL TIRE*****INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS****I. INSURANCE**

Contractor shall provide a current Certificate of Insurance (COI) documenting coverage specified below and naming the County as Additional Insured. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

	Standard Insurance	Limits Not Less Than
X	Commercial and General Liability	\$1,000,000/\$2,000,000
	Automobile Liability	\$1,000,000/\$1,000,000
X	Worker's Compensation as required by State Law	As required by Law
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
	Professional Liability	\$1,000,000
X	Garage Keeper's Liability	\$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000
	Other / Specify:	

II. SCOPE OF SERVICES

Doña Ana County government enhances the health, safety, and quality of life for all residents as determined by law and community interests. Services are provided through innovative leadership and teamwork in a fair, respectful and professional manner. In support of this (mission or principle), Contractor shall provide tires, tubes, supplies and services for County cars, trucks, and heavy equipment vehicles on an "as needed" indefinite quantity basis.

A. Description of Services

Doña Ana County currently has approximately 900 vehicles, including cars, trucks, and heavy equipment vehicles. The County's Fleet Department provides full-service maintenance and repairs in the Fleet shop or if necessary, contracts with outside specialty shops.

Tires, Tubes, etc. are to be picked up, repaired, and returned to the following locations unless otherwise specified: 2025 East Griggs, Las Cruces NM 88001 or 2033 East Griggs, Las Cruces NM 88001.

The Contractor's technicians are to be certified. They must possess a current certificate from the Tire Industry Association, Commercial Service Tire Technician or similar certifications.

Proof of certification must be available upon request.

The Contractor must have multiple technicians and sufficient shop space, equipment, and vehicles to perform the tasks assigned. Maximum response time for emergency calls is two (2) hours. No work may be subcontracted to another vendor without Dona Ana County permission. Each call shall generate a separate invoice detailing the labor charge and the parts/materials used.

Service Truck: Contractor must have a fully equipped and self-contained fleet service truck with appropriate equipment to do emergency breakdown service on the road. For safety Contractor must have tire cages, stand away hoses, stand away inflation apparatus, jack stands capable of handling all our equipment and a boom if necessary.

B. Deliverables and Reporting Requirements

Invoices detailing dates of service, description of service, and cost per unit shall be sent to the following:

Gabriel Siva, Fleet Manager
845 N. Motel Blvd
Las Cruces, NM88007
gabrielsi@donaanacounty.org
(575) 647-7120

C. Contract Evaluation

1. The County Fleet Manager and/or designated staff will monitor the contract and invoices on a regular basis throughout the term of the contract to ensure compliance with established contract requirements and status regarding the use of allocated funds.
2. Contract evaluation shall consist of review of each of the specified deliverables throughout the term of the contract.
3. Periodic review and an annual written evaluation will be conducted per County and Purchasing Department policies and procedures.

III. ADDITIONAL TERMS AND CONDITIONS

- A. Automated Clearing House:** Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.
- B. Existing Contract:** In accordance with NMSA 13-1-129 of Procurement Code, Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

C. Pre-existing or Proprietary Information: Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

ATTACHMENT B

MESILLA VALLEY COMMERCIAL TIRE

TOTAL COST, PAYMENT, UNIT VALUE OF SERVICE

I. Total Contract Not to Exceed \$ Indefinite Quantity Contract

II. Payment Schedule

Payments will be made in accordance with Section I – Article 5 of this Agreement.

III. Cost Per Unit of Service Procured:

Item #1- Flat Repair Loose (Tire not on vehicle)

To be picked up at our facility as requested and returned to the same location. Maximum turn around time for this process is forty-eight (48) hours. No plug repairs will be allowed. All repairs must be in accordance with RMA (Rubber Manufacturers Association) accepted guidelines. No external repair units on over the road speed rated tires will be allowed. Dismount from rim/wheel, repair injury from inside with proper size and type repair unit, inspect rim/wheel, remount tire and inflate to proper air pressure.

	Price
a. Automotive/light truck	\$2.00
b. Heavy Truck	\$20.00
c. Off Road Equipment	\$3.00 per cross section

Item #2- Flat Repair On/Off Vehicle/Equipment

Vendor will be notified of size/type of tire and location of vehicle/equipment. No plug repairs allowed. All repairs must be in accordance with RMA accepted guidelines. No external repair units on over the road speed rated tires will be allowed. Remove from vehicle/equipment, dismount from rim/wheel, repair injury from inside with proper size and type repair unit, inspect rim/wheel, remount tire on rim/wheel to proper air pressure, replace on vehicle/equipment, torque lug nuts/fasteners to manufacturers specifications.

a. Automotive/light truck	\$2.00
b. Heavy Truck	\$25.00
c. Off Road Equipment	\$4.00 per cross section

Item #3- Mount and Dismount Loose Tires

To be picked up at our facility as requested and returned to the same location. Maximum turn around time for this process is forty-eight (48) hours. Dismount old tire from rim/wheel. Mount new tire or replace tire on rim/wheel, inflate tire in accordance with the proper industry standard.

a. Automotive/light truck	\$2.00
b. Heavy Truck	\$20.00
c. Off Road Equipment	\$3.00 per cross section

Agenda Item #6.2.

Item #4- Mount and Dismount On/Off Vehicle/Equipment

Remove tire/wheel from vehicle, dismount tire from rim/wheel, install new tire or repaired tire on rim/wheel, inflate tire in accordance with proper industry standard, install on vehicle/equipment, torque lug nuts/fasteners to manufacturer's specifications.

a. Automotive/light truck	\$2.00
b. Heavy Truck	\$20.00
c. Off Road Equipment	\$4.00 per cross section

Item #5- Alignment Services

a. Alignment- 4 wheel automotive	\$69.95
b. Alignment- Front wheel	\$78.95
c. Alignment- Front wheel Heavy Truck	\$150.00
d. Alignment- Front/rear wheel Heavy Truck	\$150.00

Item #6- Balance to include wheel weights (note: weights are to be lead free with preference to steel wheel weights)

a. Automotive/light truck	\$2.00
b. Heavy Truck	\$25.00

Item #7- "O" Rings

a. Off Road Tires	\$13.50 & UP
-------------------	--------------

Item #8- All Wheels and Tires to be picked Up for repair/replacement at Dona Ana County's location unless otherwise directed by the Fleet Department

a. Cost per unit for pick up	N/C
------------------------------	-----

Item #9- Scrap Tire Charge

a. automotive/light trucks	N/C
b. Heavy trucks	N/C
c. Off Road Equipment	N/C

Item #10- Tires (Brand Name- All Sizes)

	% Discount From MSRP
a. Goodyear	see attached
b. Bridgestone/ Firestone	see attached
c. Continental/ General	see attached
d. Michelin/ BFG/ Uniroyal	see attached
e. Hankook	see attached

Item #11- Tubes (Brand Name- All Sizes)

a. 11L-15 tube	7.50
b.	
c.	

Item #12- Supplies

a. Valve stems	Price \$5.00-\$13.50 depending on application
b. Lug nut	\$5.00-\$12.00
c. Wheel covers	no bid
d. Tubes	\$6.50 - \$80.00 depending on size
e. O-rings	\$13.50 & UP
f. Wheel Weights (lead free)	\$4.00 - \$27.00 per box depending on weight

Additional Charges and/or Fees

Definition of Regular and Overtime Hours

Regular business hours are defined as any hours worked between 7:00am and 5:00pm, Monday through Friday. Overtime hours are defined as any work performed outside of "Regular Business" work hours, which may include holidays.

**Item #13- Emergency Repairs on the Road
(including service truck and technician)**

a. Normal work hours	\$45.00
b. Overtime hours	\$90.00 per hour

**Item #14- Mileage Rate for Road Repairs
(based on round trip)**

Cost per mile	\$1.50 portal to portal
---------------	-------------------------

	07/05/2024
Signature	Date

JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS:

Pursuant to DAC Bid # 24-0042

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: **Board Of County Commissioners: Christopher Schaljo Hernandez, Diana Murillo, Shannon Reynolds, Susana Chaparro, Manuel Sanchez; Assessor Eugenia “Gina” Montoya Ortega; Clerk Amanda López Askin, Ph.D.; Probate Judge Judith Ann Baca; Treasurer Eric L. Rodriguez; Sheriff Kim Stewart.**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

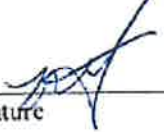
(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature
owner

Title (Position)

07/05/2024

Date

ATTACHMENT D
RELATED PARTY DISCLOSURE

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?
Yes _____ No ✓
2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions, to which Doña Ana County was, is to be, a party?
- | | Yes | No |
|---|-------|----------|
| Sales, Purchase or leasing of property? | _____ | <u>✓</u> |
| Receiving, furnishing of goods, services or facilities? | _____ | <u>✓</u> |
| Commissions or royalty payments | _____ | <u>✓</u> |
3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?
Yes _____ No ✓
4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?
Yes _____ No ✓
5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of Doña Ana County?
Yes _____ No ✓

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President:  **Date** 07/05/2024

(Print Name and Title): Nick Faust

ATTACHMENT E
DEBARMENT CERTIFICATION

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

<u>Nick Faust</u>	<u>owner</u>
Print Name of Authorized Representative	Title
	<u>07/05/2024</u>
Signature of Authorized Representative	Date

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

STATE OF New Mexico)

County OF Dona Ana)

Nick Faust (name) being first duly sworn, deposes and says

that he/she is (title) owner

of (organization) Mesilla Valley Commercial Tire

who submits herewith to the County of Dona Ana, a proposal:

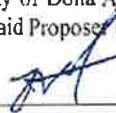
That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Dona Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Dona Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: 

Title: owner

SUBSCRIBED and sworn to before me this 5th day of July, 2024.

Notary Public 
My Commission Expires: 12/20/2025

STATE OF NEW MEXICO
NOTARY PUBLIC
Tiana Mitchell
Commission Number 1119996
My Commission Expires December 20, 2025

ATTACHMENT G
INSURANCE CERTIFICATES
(Attach certificates, as required behind this page)

See Attachment A. I. for requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-448-4864 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 332-551-1 MESILLA VALLEY COMMERCIAL TIRE INC 6375 W PICACHO AVE LAS CRUCES, NM 88007-4843		INSURER B: FEDERATED RESERVE INSURANCE COMPANY	16024
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 5** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUPR	POLICY	POLICY EFF	POLICY EXP	LIMITS
1-2		INSR	WAT	NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	9819847	07/12/2024	07/12/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E & OCCURRED) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	9819847	07/12/2024	07/12/2025	COMBINED SINGLE LIMIT (E & accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION	N	N	9819848	07/12/2024	07/12/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9819849	07/12/2024	07/12/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE -POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

332-551-1
 DONA ANA COUNTY PURCHASING DEPT
 845 N MOTEL BLVD
 LAS CRUCES, NM 88007-8100

CANCELLATION

5 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Walter Zaver

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ATTACHMENT H

Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:

- 1. Current Business License**
- 2. Key Staff Curricula Vitae / Resumes**
- 3. Professional Registrations**
- 4. Professional Licenses**

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
RESIDENT BUSINESS CERTIFICATE

Issued to: **MESILLA VALLEY COMMERCIAL TIRE,
INC.**

DBA: **MESILLA VALLEY COMMERCIAL TIRE, INC.**
6375 W PICACHO AVE
LAS CRUCES, NM 88007-4843

Expires: **20-Jul-2026**

Certificate Number:

L2039849584


Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Search...

Home Building Planning Licenses Parking

Apply for a License

License 4218-23:
Business Registration License
Record Status: About to Expire
Expiration Date: 07/31/2024

Add to collection

Record Info Payments

Business Address

6375 PICACHO Ave
NM *

License Details

Applicant:

Organization
Mesilla Valley Commercial tire
Home Phone:(+1)5755253246
Work Phone:(+1)5755253246
mesillavalleytrie@gmail.com

Mailing
6375 W. Picacho Ave.
Las Cruces, NM, 88007
United States

DBA Name:

Mesilla Valley Commercial Tire
tire sales and service

More Details



Las Cruces
DONA ANA COUNTY NM

LAS CRUCES, NM
Telephone: 575-541-2000

Receipt No.: **186248**
Receipt Date: **07/08/2024**



Las Cruces
DONA ANA COUNTY NM

LAS CRUCES, NM
Telephone: 575-541-2000

Receipt No.: **186248**
Receipt Date: **07/08/2024**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: 4218-23-REN-001
Record Type: Business Registration License Renewal
Property Address: 6375 PICACHO Ave, NM
Description of Work: TIRES SALES AND SERVICE
Payer: NICHOLAI FAUST
Applicant:
Mesilla Valley Commercial tire
6375 W. Picacho Ave.
Las Cruces, NM 88007

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
07/08/2024	Credit Card		PUBLICUSER295 978		\$35.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Commercial Annual Registration Fee	122715	1.00	\$35.00	\$35.00
			\$35.00	\$35.00

ATTACHMENT I
ATTACH PROCUREMENT DOCUMENTATION

Check One

- ☐ **Professional Service Determination** (Purchasing Issues)
- ☐ **Sole Source Determination** (Purchasing Issues)
- ☐ **Written Quotes** (Department Provides)
- ☐ **RFP #** (See Page 1 Section I)
- ☒ **24-0042** **Bid #** (See Page 1, Section I)
- ☐ **Other**

ATTACHMENT J - OTHER

Goodyear Tire & Rubber Co.

SECTION 3 PRICING

3.1 Tire Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	52.50%	Goodyear Tire & Rubber Company	1/1/2024
B2	Automobile/Passenger Vehicles	48%	Goodyear Tire & Rubber Company	1/1/2024
B3	Light Duty Trucks:	48%	Goodyear Tire & Rubber Company	1/1/2024
	3a. Radial	48%	Goodyear Tire & Rubber Company	1/1/2024
	3b. Bias	48%	Goodyear Tire & Rubber Company	1/1/2024
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	Goodyear Tire & Rubber Company	1/1/2024
B5	Off Road	30%	Goodyear Tire & Rubber Company	1/1/2024
	5a. Off Road Radial	30%	Goodyear Tire & Rubber Company	1/1/2024
	5b. Off Road Bias	30%	Goodyear Tire & Rubber Company	1/1/2024
B6	Agriculture/Farm	NA	NA	NA
B7	Industrial Tires	30%	Goodyear Tire & Rubber Company	1/1/2024
B8	Specialty Tires	NA	NA	NA
B9	EV Tires	48%	Goodyear Tire & Rubber Company	1/1/2024
B10	Retread	73%	Goodyear Tire & Rubber Company	1/1/2024

3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Product Code 9	Product Code 9 Desc	Tire Type	Price	NASPO Sub-Category	Type of Service
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Pursuit, Performance, Passenger, Automobile	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Light Duty Trucks	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	EV Tires	Wheel balance-computer spin balance (Per Tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Pursuit, Performance, Passenger, Automobile	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Light Duty Trucks	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	EV Tires	New valve stem rubber (per tire)

Agenda Item #6.2.

041270000	GOV NEW VALVE STEM	SV	\$7.95	Pursuit, Performance, Passenger, Automobile	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	Light Duty Trucks	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	EV Tires	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Single)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Dual)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Retread	New valve stem (per tire)
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	EV Tires	Change tire, dismount and mount
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	Pursuit, Performance, Passenger, Automobile	Change tire, dismount and mount
040478000	GOV CHANGE TIRE,DISM & MOUNT-LT (C,D,E)	SV	\$8.00	Light Duty Trucks	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Pursuit, Performance, Passenger, Automobile	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Light Duty Trucks	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	EV Tires	Wheel balance/Rubber Valve stem combo (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Pursuit, Performance, Passenger, Automobile	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Light Duty Trucks	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	EV Tires	Rotate mounted tires (per tire)
040477000	GOV LT TIRE INSTALL-NOT PURCH IN STORE	SV	\$11.80	Light Duty Trucks	Change tire, dismount and mount
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	Pursuit, Performance, Passenger, Automobile	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$5.00	Light Duty Trucks	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	EV Tires	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Single)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Retread	Used tire recycle/disposal fee (per tire)
040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Tire Installation w/purchase in store Includes dismount of used tires and tubes (per tire)
040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Change tire, dismount and mount
040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Change tire, dismount and mount
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Change tire, dismount and mount
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Retread	Wheel balance-computer spin balance (Per Tire)
046996000	GOV WHEEL BALANCE WITH VALVE (DUAL)	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance/Valve stem combo (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Single)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Retread	Rotate mounted tires (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance/Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Retread	Wheel balance/Valve stem combo (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	EV Tires	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	Pursuit, Performance, Passenger, Automobile	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

3.3 Internal Controls

Contractor has incorporated internal controls based on product code pricing. Contractor shall not bill the Purchasing Entity for product code line items where the billed price is greater than the contract rate based on their internal controls in an effort to keep billing compliant with the Contract.

Bridgestone/Firestone

SECTION 3
Pricing

3.1 Tires Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	62%	BS CONFIDENTIAL CATALOG	9/1/2023
B2	Automobile/Passenger Vehicles	43%	BS CONFIDENTIAL CATALOG	9/1/2023
B3	Light Duty Trucks:			
	3a. Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	3b. Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	BS CONFIDENTIAL CATALOG	9/1/2023
B5	Off Road			
	5a. Off Road Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	5b. Off Road Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B6	Agriculture/Farm			
	6a. Farm	23%	BS CONFIDENTIAL CATALOG	9/1/2023
	6b. Forestry	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B7	Industrial Tires	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B8	Specialty Tires (Motorcycle)	30%	BS CONFIDENTIAL CATALOG	9/1/2023
B9	EV Tires	EV WILL BE IN RESPECTIVE SUBCATEGORY		
B10	Retread	40%	BS CONFIDENTIAL CATALOG	9/1/2023

3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Continental Tire North America

SECTION 3 Pricing

3.1 Fixed Fee Services

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP Date
B1	Pursuit and Performance Tires	63.25%	Government Price List	9/1/2023
B2	Automobile/Passenger Vehicles	49%	Government Price List	9/1/2023
B3	Light Duty Trucks:	49%	Government Price List	9/1/2023
	3a. Radial	49%	Government Price List	9/1/2023
	3b. Bias	49%	Government Price List	9/1/2023
B4	Medium Commercial/Heavy Duty Trucks/Buses	39%	Government Price List	9/1/2023
B5	Off Road		Government Price List	9/1/2023
	5a. Off Road Radial	38%	Government Price List	9/1/2023
	5b. Off Road Bias	36%	Government Price List	9/1/2023
B6	Agriculture/Farm	54%	Government Price List	9/1/2023
B7	Industrial Tires	54%	Government Price List	9/1/2023
B8	Specialty Tires	54%	Government Price List	9/1/2023
B9	EV Tires	49%	Government Price List	9/1/2023
B10	Retread	50%	Government Price List	9/1/2023

Services

NASPO ValuePoint Pricing for Services													
Type of Service		Product Category	Sub-Category #1	Product Sub-Category #2	Product Sub-Category #4		Product Sub-Category #5	Product Category	Sub-Category #6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
		Pursuit, Performance, Passenger, Automobile		Light Duty Trucks	Medium Commercial/Heavy Duty/Buses		Off Road	Agriculture/Farm	Industrial	Specialty	EV Tires	Retread	
					Single	Dual							
1	Tire installation/replace at store includes disposal of used tire and tubes (per tire)	\$	10.00	\$	12.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
2	Change tire, dismount and mount	\$	10.00	\$	12.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
3	Flat Repair, remove, repair and mount	\$	17.00	\$	19.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
4	Flat repair, off vehicle	\$	17.00	\$	19.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
5	Rotate mounted tires (per tire)	\$	5.00	\$	7.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
6	New valve stem rubber or metal (per tire)	\$	8.00	\$	10.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
7	Wheel balance-computer spin balance (Per Tire)	\$	14.00	\$	16.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
8	Wheel balance/Valve stem combo (per tire)	\$	22.00	\$	24.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9	Alignment services (Motor parts not included in the pricing of the individual services below)	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9a. Standard two wheel alignment	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9b. Four wheel alignment	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9c. Bushing/cam alignment	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
10	Studding (per tire) - To be performed on new tires only	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
11	Siping (per tire)	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
12	Used tire recycle/disposal fee (per tire)	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
13	Bulk tire disposal (min. of 500 lbs capacity)	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
14	Tire pressure monitoring kit (per tire)	LDQ		LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ

Michelin North America, Inc.

PRICE LIST DATE: 4/1/2024

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	50%	Gov_NASPO	4/1/2024
B2	Automobile/Passenger Vehicles	50%	Gov_NASPO	4/1/2024
B3	Light Duty Trucks:	50%	Gov_NASPO	4/1/2024
	3a. Radial	50%	Gov_NASPO	4/1/2024
	3b. Bias	50%	Gov_NASPO	4/1/2024
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	Gov_NASPO	4/1/2024
B5	Off Road	50%	Gov_NASPO	4/1/2024
	5a. Off Road Radial	50%	Gov_NASPO	4/1/2024
	5b. Off Road Bias	50%	Gov_NASPO	4/1/2024
B6	Agriculture/Farm	50%	Gov_NASPO	4/1/2024
B7	Industrial Tires	50%	Gov_NASPO	4/1/2024
B8	Specialty Tires	50%	Gov_NASPO	4/1/2024
B9	EV Tires	50%	Gov_NASPO	4/1/2024
B10	Retread	50%	Gov_NASPO	4/1/2024

NASPO ValuePoint I					
Type of Service		Product Sub-Category 1&2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger, Automobile	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	PQL (Price Quoted Locally by Dealer)	PQL	PQL	PQL
2	Change tire, dismount and mount	PQL	PQL	PQL	PQL
3	Flat Repair, remove, repair and mount	PQL	PQL	PQL	PQL
4	Flat repair, off vehicle	PQL	PQL	PQL	PQL
5	Rotate mounted tires (per tire)	PQL	PQL	PQL	PQL
6	New valve stem rubber or metal (per tire)	PQL	PQL	PQL	PQL
7	Wheel balance-computer spin balance (Per Tire)	PQL	PQL	PQL	PQL
8	Wheel balance/Valve stem combo (per tire)	PQL	PQL	PQL	PQL

9	Alignment services (Minor parts shall be included in the pricing of the individual services below.)	PQL	PQL	PQL	PQL
	9a. Standard two wheel alignment	PQL	PQL	PQL	PQL
	9b. Four wheel alignment	PQL	PQL	PQL	PQL
	9c. Bushing/cam alignment	PQL	PQL	PQL	PQL
10	Studding (per tire) - To be performed on new tires only.	PQL	PQL	PQL	PQL
11	Siping (per tire)	PQL	PQL	PQL	PQL
12	Used tire recycle/disposal fee (per tire)	PQL	PQL	PQL	PQL
13	Bulk tire disposal (min. of six tons capacity)	PQL	PQL	PQL	PQL
14	Tire pressure monitoring kit (per Tire)	PQL	PQL	PQL	PQL

Pricing for Services					
Product Sub-Category #5	Product Sub-Category #6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
Off Road	Agriculture/ Farm	Industrial	Specialty	EV Tires	Retread
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL

PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL
PQL	PQL	PQL	PQL	PQL	PQL

References List

Provide information below for no fewer than three (3) businesses you have supplied with the same or similar parts or services during the past year. Complete all information requested and sign the authorization to contact form below.

NAME OF YOUR ORGANIZATION: Mesilla Valley Commercial Tire

BID # 24-0042 BID TITLE: Tires, Tubes, Supplies & Services

Bidder Statement: I provide the following references for the above bid and by my signature below authorize the County to contact those listed for inquiry regarding my company, personnel and products.

REFERENCE # 1	
Business Name: <u>NM State DOT</u>	Phone: <u>575-519-9007</u>
Contact Name: <u>Edward Misquez</u>	Email: <u>edward.misquez@dot.nm.gov</u>
Products and Services provided: <u>tires & service</u>	
Volume of Business annually: \$ <u>264,000</u>	No. of Years Served: <u>10</u>

REFERENCE # 2	
Business Name: <u>Triple D Supply</u>	Phone: <u>575-</u>
Contact Name: <u>Dalton Doak</u>	Email: <u>dalton@tripledsupply.com</u>
Products and Services provided include: <u>tires & service</u>	
Volume of Business annually: \$ <u>457,000</u>	No. of Years Served: <u>15</u>

REFERENCE # 3	
Business Name: <u>South Central Solid Waste</u>	Phone: <u>575-528-3709</u>
Contact Name: <u>Miguel Fernandez</u>	Email: <u>mfernandez@scswa.net</u>
Products and Services provided include: <u>tires & service</u>	
Volume of Business annually: \$ <u>250,000</u>	No. of Years Served: <u>10</u>

 _____ Signature	owner _____ Title	<u>07/05/2024</u> _____ Date
---	-------------------------	------------------------------------



25-065

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$150,000 FOR ADVERTISING WITH BRAVO MIC COMMUNICATIONS, LLC OF LAS CRUCES, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

To authorize the purchase of advertising.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Communications Office of the City of Las Cruces (City) educates the public about City Council and City services, programs and activities. This communication increases the transparency of operations; helps residents, businesses, and visitors understand complicated issues; and informs residents, businesses, and visitors of the many events and opportunities provided to the public. Communication with the public plays an essential role in building a relationship with our residents and shaping our community.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (13) - Authorized exemptions, allows the City to purchase advertising in all media.

Due to the growth of the City, we experience continuous increases in services, programs, and initiatives to better the quality of life for the residents of Las Cruces. This has resulted in an increase of public notices needed to keep the community informed. The Communications Office anticipates future expenditures for advertising to go beyond the \$100,000 threshold, requiring City Council approval.

SUPPORT INFORMATION:

[Attachment "A" BMC RateCard 2023-24 v1](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

Agenda Item #6.3.

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution to authorize the purchase of advertising in all media with Bravo Mic Communications, LLC of Las Cruces, New Mexico, in an annual not-to-exceed amount of \$150,000, subject to approved budget appropriations.
2. Vote "No"; this will deny the purchase of advertising in all media with Bravo Mic Communications, LLC of Las Cruces, New Mexico, in an annual not-to-exceed amount of \$150,000.
3. Vote to "Amend"; this could modify the resolution and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the authorization to procure advertising services in an annual not-to-exceed amount of \$150,000 and may negatively impact transparency and public notifications to the residents, businesses, and visitors of the City of Las Cruces.

RESOLUTION 25-065

A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$150,000 FOR ADVERTISING WITH BRAVO MIC COMMUNICATIONS, LLC OF LAS CRUCES, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, the City of Las Cruces has a duty to educate the public about City Council and City services, programs and activities; and

WHEREAS, this communication increases the transparency of operations; helps residents, businesses, and visitors understand complicated issues; and informs residents, businesses, and visitors of the many events and opportunities provided to the public; and

WHEREAS, communication with the public plays an essential role in building a relationship with our residents and shaping our community; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (13) - Authorized exemptions, allows the City to purchase advertising in all media.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizes the City of Las Cruces to purchase advertising with Bravo Mic Communications, LLC of Las Cruces, New Mexico, in an annual not-to-exceed amount of \$150,000, subject to approved budget appropriations.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

BRAVO MIC COMMUNICATIONS – RATE CARD



KVLC 101 GOLD – 101.1 FM

<u>M - F</u>	:60	:30	:15
6a-7p	\$90.00	\$60.00	\$38.00
6a-12a	\$66.00	\$54.00	\$30.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$78.00	\$48.00	\$36.00
6a-12a	\$54.00	\$40.00	\$24.00



KXPZ ZIA COUNTRY – 99.5 FM

<u>M - F</u>	:60	:30	:15
6a-7p	\$54.00	\$36.00	\$26.00
6a-12a	\$48.00	\$30.00	\$22.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$42.00	\$30.00	\$24.00
6a-12a	\$34.00	\$24.00	\$18.00



KMVR MAGIC – 104.9 FM

<u>M - F</u>	:60	:30	:15
6a-7p	\$54.00	\$36.00	\$26.00
6a-12a	\$48.00	\$30.00	\$22.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$42.00	\$30.00	\$24.00
6a-12a	\$34.00	\$24.00	\$18.00



La Equis – 96.7 FM & KMVR HD-2

<u>M - F</u>	:60	:30	:15
6a-7p	\$24.00	\$19.00	\$18.00
6a-12a	\$22.00	\$13.00	\$12.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$22.00	\$17.00	\$16.00
6a-12a	\$19.00	\$12.00	\$10.00



92.7 FM & AM 1450 KOBE

<u>M - F</u>	:60	:30	:15
6a-7p	\$24.00	\$19.00	\$18.00
6a-12a	\$22.00	\$13.00	\$12.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$22.00	\$17.00	\$16.00
6a-12a	\$19.00	\$12.00	\$10.00



KDEM THE MIX – 94.3 FM

KOTS 1230 AM DEMING COUNTRY

<u>M - F</u>	:60	:30	:15
6a-7p	\$50.00	\$40.00	\$25.00
6a-12a	\$45.00	\$35.00	\$20.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$45.00	\$35.00	\$20.00
6a-12a	\$40.00	\$30.00	\$15.00

<u>M - F</u>	:60	:30	:15
6a-7p	\$45.00	\$35.00	\$20.00
6a-12a	\$40.00	\$30.00	\$15.00
<u>M - Su</u>	:60	:30	:15
6a-7p	\$40.00	\$30.00	\$15.00
6a-12a	\$35.00	\$25.00	\$10.00

***Important Note:**

Due to New Mexico state law and regulations, Bravo Mic must charge applicable tax on all spot rates.

Tax-free status must be verified and approved by Bravo Mic billing and management.

Current Las Cruces Gross Receipts Tax:
(as of July. 1st 2023)
8.0625%

Current Deming Gross Receipts Tax:
(as of July 1st 2023)
8.25%

NON-DISCRIMINATION POLICY: Bravo Mic Communications LLC. and its stations do not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising time from Bravo Mic Communications LLC. or its station(s) that is intended to discriminate on the basis of race or ethnicity.





25-066

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	Adopted: December 2, 2024		
Drafter:	Greg Gonzalez	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$175,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To approve a contract amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Council approved Resolution 24-016 on August 7, 2023, authorizing the City to enter into a service agreement with Downtown Las Cruces Partnership for a period of one year, with an option to renew, for a not-to-exceed amount of \$120,000, including all applicable taxes.

The service agreement provides the allocation of funds for the planning, marketing, and day-of-operations for both Zombie Walk and Chile Drop events, which are co-sponsored by the City of Las Cruces. This includes event planning and vendor coordination, lighting, sound, and LED wall setup, entertainment, marketing, on-site logistics including barricades, security, portable restrooms, trash collection, as well as administrative support and day-of event staff.

The costs of the events have increased since the initial execution of the service agreement. As a result, this resolution recommends amending the service agreement to increase the annual not-to-exceed amount to \$175,000, including applicable taxes. The current contract is valid through July 12, 2027.

SUPPORT INFORMATION:
[Exhibit "A"-23-24-008_DowntownLasCrucesPartnership_AmendmentOne](#)

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.4.

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: \$120,000

AVAILABLE AMOUNT: \$50,000

EXPENDITURE AMOUNT:
\$175,000

Funding Source(s):

10247002-721070

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; This will authorize the amendment to service agreement 23-24-008, to increase the annual not-to exceed amount to \$175,000, including all applicable taxes.

2. Vote "No"; This action will deny the amendment to service agreement 23-24-008, to increase the annual not-to exceed amount to \$175,000, including all applicable taxes which could negatively impact City operations and continuity of services.

3. Vote to "Amend"; This could modify the Resolution and advise staff of necessary adjustments as deemed appropriate.

4. Vote to "Table"; This could delay the authorization to the amendment to service agreement 23-24-008 which could negatively impact City operations and continuity of services.

REFERENCE INFORMATION:

Resolution 24-016

RESOLUTION 25-066

A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$175,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).

The City Council is informed that:

WHEREAS, on August 7, 2023, City Council approved Resolution 24-016 for the City to enter into Service Agreement 23-24-008 for a period of one (1) year with an option to renew, in an amount not to exceed \$120,000, annually; and

WHEREAS, the service agreement provides the allocation of funds for the planning, marketing, and day-of-operations for both Zombie Walk and Chile Drop events, which are co-sponsored by the City of Las Cruces. This includes event planning and vendor coordination, lighting, sound, and LED wall setup, entertainment, marketing, on-site logistics including barricades, security, portable restrooms, trash collection, as well as administrative support and day-of event staff; and

WHEREAS, the costs of the events have increased since the initial execution of Service Agreement 23-24-008, and as a result, the Economic Development Department is requesting authorization to amend the service agreement to increase the annual not-to-exceed amount to \$175,000, including applicable taxes.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the annual not-to-exceed amount of \$175,000.00 for Service Agreement 23-24-008 with Downtown Las Cruces Partnership as shown in Exhibit "A", attached hereto and made part of this Resolution, is approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #6.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP # 23-24-008

This amendment made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and DOWNTOWN LAS CRUCES PARTNERSHIP of 138 S. Water Street, Las Cruces, NM 88001.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 13, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. Compensation is modified to increase amount by \$55,000.00 bringing total contract to a not to exceed amount of \$175,000.00 including all applicable taxes, allocating funds for the planning, marketing, and day-of-operations for both Zombie Walk and Chile Drop, which are co-sponsored by the City of Las Cruces. The services requiring funding include:
 - Event planning and vendor coordination
 - Lighting, sound, and LED wall setup
 - Entertainment
 - Marketing
 - On-site logistics, including barricades, security, portable restrooms, and trash collection
 - Administrative support and day-of event staff

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 13, 2023 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

DOWNTOWN LAS CRUCES
PARTNERSHIP

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 10/30/2024

CITY ATTORNEY



25-067

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: December 2, 2024		
Drafter:	Jacqueline Rubalcava	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMENDING THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To adjust budget for American Rescue Plan Act (ARPA) funds.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) received a direct allocation from the U.S. Treasury under the American Rescue Plan Act (ARPA) for the Coronavirus State and Local Recovery Funds. The funding is intended to be used to support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control, replace lost public sector revenue to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; and address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

The U.S. Treasury allows part of the ARPA funds to be used for administrative purposes. The Financial Services (Finance) Department has utilized some of the administrative support to hire a firm to assist with reporting, and to pay for single-audit expenses and some personnel expenses. The firm hired by Finance oversees the \$10 million non-profit funding. Finance is requesting that \$61,600 available in the administrative funds be reallocated to Visit Las Cruces to assist with the continued recovery of local hospitality, travel and tourism businesses and events through advertising and promotion to generate local and visitor spending in these industries that have experienced disproportionately negative economic impacts.

SUPPORT INFORMATION:
[Exhibit "A" Fund Summary](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.5.

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

\$61,600

Funding Source(s):

To 2100-20140013-721080-ARPAM From 2100-20562002-721080-ARPAM and 2100-20562002-601050-ARPAM

Overall Budget Impact:

This budget adjustment does not necessarily amend the budget available balance for ARPA. However, the Charter states that any funds moved between departments needs to be approved by Council. This amendment is also reallocating approved Council funding and needs Council support and approval.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustment as presented.
2. Vote "No"; this will not approve the Resolution nor accept the budget adjustment as presented.
3. Vote to "Amend"; this will delay the process of spending the funds within ARPA funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize ARPA funds and may impact the ARPA program.

RESOLUTION 25-067

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMENDING THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces received a direct allocation from the U.S. Treasury under the American Rescue Plan Act (ARPA) for the Coronavirus State and Local Recovery Funds; and

WHEREAS, the Financial Services Department is requesting that administrative funds from ARPA be reallocated to Visit Las Cruces.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the FY2025 budget adjustment as indicated in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #6.5.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	17,573,407	0	17,573,407
State Grants	7,421,065	8,184,567	0	8,184,567
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	25,947,330	0	25,947,330
TOTAL RESOURCES	\$ 23,122,566	25,947,330	0	26,218,065
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,592,470	0	4,592,470
Las Cruces Fire Department	1,415,683	1,251,217	0	1,251,217
Utilities	378,926	385,367	0	385,367
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	61,600	295,337
Human Resources	0	0	0	0
Financial Services	366,296	359,855	(61,600)	298,255
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	150,000	310,190	0	310,190
Parks & Recreation	0	615,441	0	615,441
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 22,854,616	25,972,710	0	25,972,710
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 267,950	(25,380)	0	245,355



City Council Action and Executive Summary

3086; Council
Bill 25-015

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☐ 6	☐ N/A
1st Reading:	November 18, 2024			Adopted:	December 2, 2024		
Drafter:	John Castillo			Department:	Community Development		
Program:	Community Planning			Line of Business:	Community Planning		
Title:	AN ORDINANCE CHANGING THE CONDITIONS OF THE M-1/M-2C (INDUSTRIAL STANDARD-CONDITIONAL) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 1.19 ACRES AND LOCATED AT 1013 PARKHILL DRIVE. THE ZONE CHANGE SEEKS TO REMOVE AN EXISTING CONDITION ON THE PROPERTY. SUBMITTED BY BORDERLAND ENGINEERS AND SURVEYORS.						

TYPE OF ACTION: ☐ Administrative ☐ Legislative ☒ Quasi-Judicial

PURPOSE(S) OF ACTION:
Zone Change

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant originally requested a zone change from M-1/M-2C (Industrial Standard-Conditional) to M-1/M-2 (Industrial Standard) for a vacant parcel of land located at 1013 Parkhill Drive. The purpose for the proposed zone change was to remove conditions placed on the property by Ordinance No. 1826 (see Reference Information). The applicant was seeking to allow for a wider range of land uses on the property. This would allow for the future development.

The proposed zone change is consistent with the intent and purpose of Elevate Las Cruces Comprehensive Plan through several Goals, Policies, and Actions. Del Rey Boulevard is classified as an arterial roadway in Elevate Las Cruces’ Future Thoroughfare Map and the Mesilla Valley MPO Future Thoroughfare Plan which support this type of non-residential development. The subject property is also located within the Suburban Neighborhood Place Type, as indicated by the Future Development Map. The Suburban Neighborhood Place Type provides low-to-moderate density residential land uses, intermixed with areas of commercial development, that allow for centers of employment along major corridors.

On September 24, 2024, the Planning and Zoning Commission (P&Z) met and took under consideration the proposed zone change and recommended Conditional Approval by a vote of 7-0-0. P&Z discussed keeping the prohibited land use list as called out in Ordinance 1826. An email opposing the complete removal of the prohibited land use list was also discussed at the meeting. The condition placed on the proposed zone change by the P&Z was to keep the prohibited land use list from the original Ordinance (1826) and simply remove the

Agenda Item #6.6.

truck terminal land use from the prohibited uses for the subject property making it a permitted use. The vote was based on findings found in Exhibit "B". Please reference Attachment "B" for the P&Z meeting minutes.

The case was publicly noticed in accordance with the City's notification provisions; staff received one email regarding the proposed zone change.

SUPPORT INFORMATION:

[Exhibit "A" - Site Plan](#)

[Exhibit "B" - Findings](#)

[Exhibit "C" - Zoning Conditions from existing M-1M-2C property](#)

[Attachment "A" - Staff Report to P&Z for Case 24ZO0500085](#)

[Attachement "B" - Draft Minutes from September 24, 2024 P&Z Meeting](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes" this will approve the Ordinance.
2. Vote "No" this will deny the Ordinance.
3. Vote to "Amend" this could allow the City Council to modify the Ordinance by adding conditions as determined appropriate.
4. Vote to "Table" this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3086; COUNCIL BILL 25-015

AN ORDINANCE CHANGING THE CONDITIONS OF THE M-1/M-2C (INDUSTRIAL STANDARD-CONDITIONAL) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 1.19 ACRES AND LOCATED AT 1013 PARKHILL DRIVE. THE ZONE CHANGE SEEKS TO REMOVE AN EXISTING CONDITION ON THE PROPERTY. SUBMITTED BY BORDERLAND ENGINEERS AND SURVEYORS.

The City Council is informed that:

WHEREAS, Borderland Engineers and Surveyors, representative, has submitted a request for a zone change from M-1/M-2C (Industrial Standard-Conditional) to M-1/M-2C (Industrial Standard-Conditional) for 1013 Parkhill Drive; and

WHEREAS, the proposed M-1/M-2 zoning designation will allow for the future development of a truck terminal on the subject property; and

WHEREAS, the proposed zone change is supported by Elevate Las Cruces Comprehensive Plan by promoting economic growth with the City through the development of employment centers along major corridors and providing a transition of non-residential land uses from residential areas; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on September 24, 2024, recommended to approve the condition that the truck terminal be the only land use to be removed from the prohibited land use list as reflected in Exhibit "C" by a vote of 7-0-0.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the land, as reflected in Exhibit "A", attached hereto and made part of this Ordinance is hereby zoned M-1/M-2C.

(II)

THAT the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

(III)

THAT that the zoning condition is reflected in Exhibit "C", attached hereto and made part of this Ordinance.

(IV)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(V)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #6.6.

APPROVED

ATTEST:

Moved by:

Seconded by:

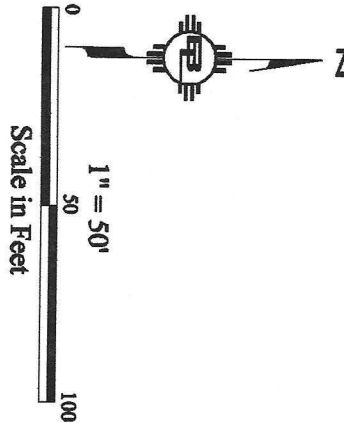
AYES

NAYS

PLAT OF SURVEY FOR A PROPOSED REZONE- REMOVING CONDITIONS FROM A M-1C ZONE

PROPERTY BEING, LOT 1
SANDHILL CENTER SUBDIVISION NO. 5
PLAT FILED MAY 19, 2000, IN
PLAT BOOK 19, PAGE 434, IN THE
THE DONA ANA COUNTY RECORDS
CITY OF LAS CRUCES
DONA ANA COUNTY
NEW MEXICO

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	25.00	39.00	89°22'49"	S20°44'35"W
				35.96



DRAWN BY: S.P.
FIELD BY: E.R., C.S.
JOB NO.: 24-04-301
DATE: April 30, 2024

PROPERTY IS IN AN "X" DESIGNATED ZONE;
AS SHOWN ON THE FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NO. 35035C1082 G
EFFECTIVE JULY 6, 2016

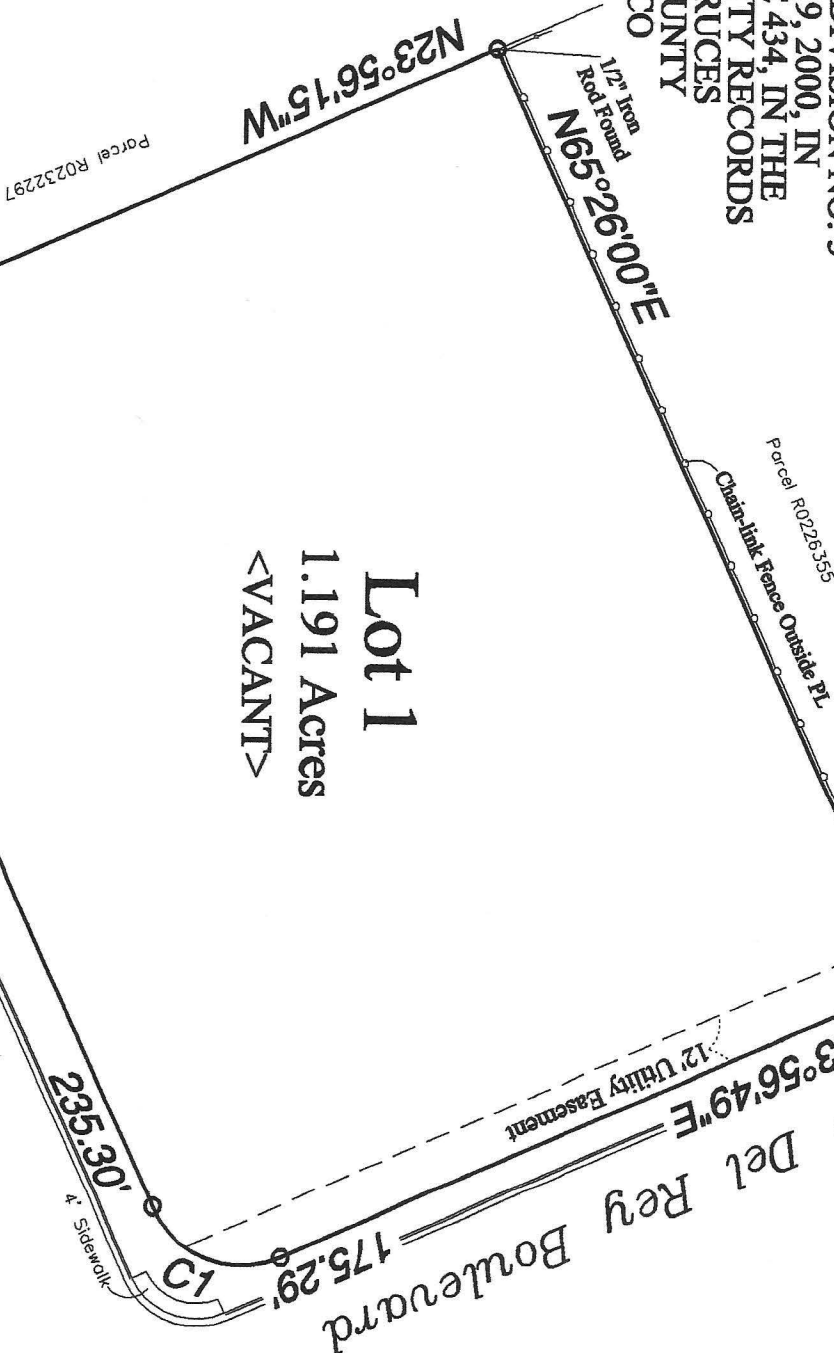
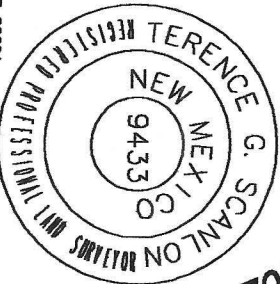
NOTES:
THE BASIS OF BEARING IS THE WEST BOUNDARY,
ALL EASEMENTS SHOWN HEREON ARE PER THE FILED INSTRUMENT/PLAT
AS NOTED HEREON.
BEARINGS AND DISTANCES MATCH THAT OF RECORD, UNLESS
OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE

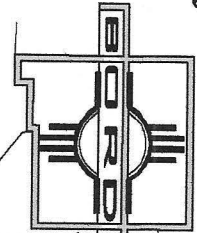
I, TERENCE G. SCANLON, A REGISTERED LAND SURVEYOR, THAT
THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE
BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT,
MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND
SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO
THE BEST OF MY KNOWLEDGE AND BELIEF.

APR 30, 2024
DATE OF SURVEY

TED G. SCANLON - P.S. NO. 9433
2990 N. MAIN STREET, STE. 3C, LAS CRUCES, NEW MEXICO 88001



Parkhill Drive



"THIS IS A BOUNDARY SURVEY PLAT
OF AN EXISTING TRACT OR TRACTS
OF LAND. IT IS NOT A LAND
DIVISION OR SUBDIVISION AS
DEFINED IN THE NEW MEXICO
SUBDIVISION ACT."

E.R. LAND AND SURVEYORS LLC
2990 N. MAIN STREET, STE. 3C
LAS CRUCES, NEW MEXICO 88001
Phone: (575) 522-1443
Fax: (575) 522-9958

FINDINGS

1. Commission discussion to remove a single condition from the list of prohibited uses.
2. The proposed zone change will allow for the attraction and retention of businesses on the subject property.
3. The subject property is located along a principal arterial roadway where M-1/M-2 zoning is recommended.
4. The proposed zone change meets the purpose and intent of the 2001 Zoning Code, as amended and fulfills the purpose of the Las Cruces Municipal Code.
5. Proposed zone change and future development is fit with the neighborhood characteristics
6. Proposed zone change is consistent with Elevate Las Cruces.

EXHIBIT "C"

Uses Prohibited:

- | | |
|---|--|
| <ul style="list-style-type: none">• Microwave relay structure• Television and Radio Towers• Adult Amusement Establishment• Commercial Stables• Racetracks• Commercial Parking Enterprise• Drive-in Theater• Manufacturing of Tires, Blocks, Lead-Acid Batteries and Similar Products | <ul style="list-style-type: none">• Railroad Depot• Wrecking Yard or Service• Adult Bookstore/Video Store• Stadium (football, baseball, soccer, track)• Amusement Park or Enterprise• Crematorium and Columbarium• Flea Market |
|---|--|

Uses permitted with conditions:

- Fabrication or manufacture that involved the use of or refinement of raw materials permitted by special use permit only
- Liquor sales permitted only in conjunction with or accessory to sales of other products such as a grocery store or restaurant
- Taverns permitted in conjunction with a restaurant only
- Television and Radio towers shall be prohibited, except all other freestanding towers are permitted in accordance with regulations for such uses in residential zoning districts, except that such towers will be permitted for commercial purposes.

Also to be established on the property much comply with Zoning Code requirements.

Additional conditions relating to aesthetics include:

1. Above ground storage tanks for flammable and combustible liquids and for liquid petroleum (LP) gas shall be screened from view from the public rights-of-way.
2. Storage shall be screened from view from the public rights-of-way with landscaping in addition to the requirements of the Zoning Code for such use. Materials or products stored in this area shall not be taller than the height of the require fence around it.
3. Landscape screens and buffers shall be required in accordance with the policies and regulations of the Land Use Element of the Comprehensive Plan at the time of development.
4. All industrial uses shall be totally enclosed within a building excluding vehicles or storage of products and materials.



CITY OF LAS CRUCES

Planning & Zoning Commission 09/24/2024
CASE 24ZO0500085: REZONING

G
Z
I
N
O
N

STAFF CONTACT:	John Castillo, (575) 541-2288, jcastillo@lascruces.gov
OWNER:	Victor Ray Chavez Trustee
REPRESENTATIVE:	Borderland Engineers and Surveyors
DISTRICT:	District #2
SITE ADDRESS:	1013 Parkhill Drive
EXISTING ZONING:	M-1/M-2C (Industrial Standard-Conditional)
REQUEST:	Rezone to M-1/M-2 (Industrial Standard)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500085:

The applicant is requesting a zone change from M-1/M-2C (Industrial Standard-Conditional) to M-1/M-2 (Industrial Standard) on a parcel of land encompassing 1.19 ± acres and located at 1013 Parkhill Drive. The zone change looks to remove conditions placed on the property to allow a wider range of land uses on the property.

SUMMARY OF RECOMMENDATION:

Staff is recommending **APPROVAL** based on the findings listed below:

- The proposed zone change request will allow for the attraction and retention of businesses on the subject property.
- The proposed zone change will allow for a wider range of land uses on the property and will follow all development standards of the 2001 Zoning Code, as amended (Section 38-32.D).
- The subject property is located along a principal arterial roadway where M-1/M-2 zoning is recommended (2001 Zoning Code, Section 38-32.D).

- Based on staff’s analysis of the proposed zone change the request meets the purpose and intent and is supported by the Elevate Las Cruces Comprehensive Plan.
- The proposed zone change meets the purpose and intent of the 2001 Zoning Code, as amended and fulfills the purpose of the Las Cruces Municipal Code (Section 38-2, Section 2-382).

PROPOSAL AND LAND USE HISTORY

DETAILED DESCRIPTION:

The applicant is seeking a zone change from M-1/M-2C (Industrial Standard-Conditional) to M-1/M-2 (Industrial Standard). The subject property is a vacant/undeveloped parcel of land that encompasses 1.19 ± acres in size and located on the northwest corner of Del Rey Blvd and Parkhill Dr. The proposed zone change seeks to remove the conditions established when the property underwent a zone change from A-2 (Rural Agriculture, 1981 Zoning Code) to its existing zoning. The applicant proposes to develop a shipping/trucking relay station, which is not allowed under the current M-1/M-2C zoning district. The removal of the conditions on the property would allow for the proposed use and a wider range of land uses on the property.

LAND USE HISTORY:

The subject property is a part of the Sandhill Center Master Plan, which was a mixed-use development. In 2000 a zone change was initiated for the subject parcel to remove it from the A-2 zoning district and follow the M-1/M-2C standards that was approved at the time of master plan approval.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
<u>Neighborhood Character and Compatibility</u>	Yes
<u>Elevate Las Cruces Comprehensive Plan</u>	Yes
<u>Thoroughfare Plans</u>	Yes
<u>Purpose and Intent of the Code: Section 38-2</u>	Yes
<u>Criteria for Decisions: Section 2-382</u>	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:

Del Rey Boulevard is major thoroughfare that will provide access to the subject property via Parkhill Drive. The subject parcel is located along a corridor of limited commercial and industrial land uses and any future development on the property would not be out of character with the surrounding neighborhood.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

The subject property is within the Suburban Neighborhood Place Type Overlay. Suburban Neighborhoods provide low-to-moderate density residential land uses intermixed with areas of commercial development, that allow for centers of employment along major corridors. The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed zone change:

- Community Environment:

- Goal CE-2: Areas of Special Consideration – Integrate new development into the community in a manner that complements significant built and natural features.
- Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
 - Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
- Goal CE-4: Complete neighborhoods - Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
 - Policy CE-4.2: Incorporate employment and shopping nodes into new and redeveloping neighborhoods that incorporate a wide range of recreational, commercial, and civic uses.
- Community Prosperity
 - Goal CP-2: Economic Equity – Generate employment opportunities that create economic security for all residents.
 - Policy CP-2.2 – Support efforts to connect vulnerable populations to job opportunities.
 - Action CP-2.2.2 – Identify and promote places of employment to minimize commutes and increase accessibility to other transportation modes to create a job-housing balance.
 - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
 - Policy CP-4.2 - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.

The request to rezone the property from M-1/M-2C to M-1/M-2 is not out of context with Elevate Las Cruces Comprehensive Plan. The Suburban Neighborhood Place Type seeks to concentrate commercial land uses around intersections and avoid corridor commercial development and locate uses that generate high traffic volumes along major thoroughfares.

COMPLIANCE WITH THOROUGHFARE PLANS:

Del Rey Boulevard is designated as a principal arterial roadway and Parkhill Drive is designated as a local roadway by both the Elevate Las Cruces Future Thoroughfare Map and the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Plan. These types of roadways are designed to support the proposed M-1/M-2 zoning designation and any potential future development.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:

Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.

The regulations relevant to the proposed zone change include:

- A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
- B. Encourage innovations in land development and redevelopment.

- C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
- H. Encourage the conservation of energy in the use of structures, buildings, and land.
- J. Improve the design, quality, and character of new development.
- L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
- M. Foster a more rational relationship between different land uses for the mutual benefit of all.
- N. Conserve the value of buildings and land.

Review by City staff has determined that the proposed zone change would not adversely impact the surrounding area. Any potential future expansion in uses is in keeping with the surrounding area as per Section 38-2 of the 2001 Zoning Code, as amended.

CRITERIA FOR DECISIONS:

Per Section 2-382 of the Las Cruces Municipal Code, the Planning and Zoning Commission shall determine the following:

- A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
 - 1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely adjoining properties.
 - 2. Unreasonably increase the traffic in public streets.
 - 3. Increase the danger of fire or endanger the public safety.
 - 4. Deter the orderly and phased growth and development of the community.
 - 5. Unreasonably impair established property values within the surrounding area.
 - 6. In any other respect, impair the public health, safety, or general welfare of the city.
 - 7. Constitute a spot zone, and therefore, adversely affect adjacent property values.
 - 8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.
- B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.
- C. The commission shall encourage the proper use and development of land, shall seek to create and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air and other environmental, natural, historical and cultural resources for the city.
- D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.
- E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making a positive recommendation to City Council

regarding the zone change request. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change request appropriate for recommendation of approval.

NEW MEXICO CASE LAW:

1. There was an error when the existing zoning map pattern was created; or
2. Changed neighborhood or community conditions justify the change; or
3. A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other applicable City master plan(s), even though criterion (1) or (2) above do not apply because
 - a. there is a public need for a change of the kind in question, and
 - b. that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property is a vacant/undeveloped parcel of land that encompasses 1.19 ± acres. The parcel under the current zoning designation is allowed to be developed with various industrial uses except for those prohibited uses outlined by the conditional zoning (i.e., truck terminals, railroad depot, television and radio towers, drive-in theater, flea market, etc.).

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

The proposed zone change to M-1/M-2 would allow the applicant to expand on the potential uses on the property and move forward with a proposed development of a truck terminal on the parcel.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

City water, sewer and gas are currently serving the property and will not be negatively impacted by the zone change request. Parkhill Drive provides adequate paved access to the subject property.

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:

Notification letters were mailed to property owners within 500 feet of the subject property. Staff has received no phone calls or emails at the time this report was written.

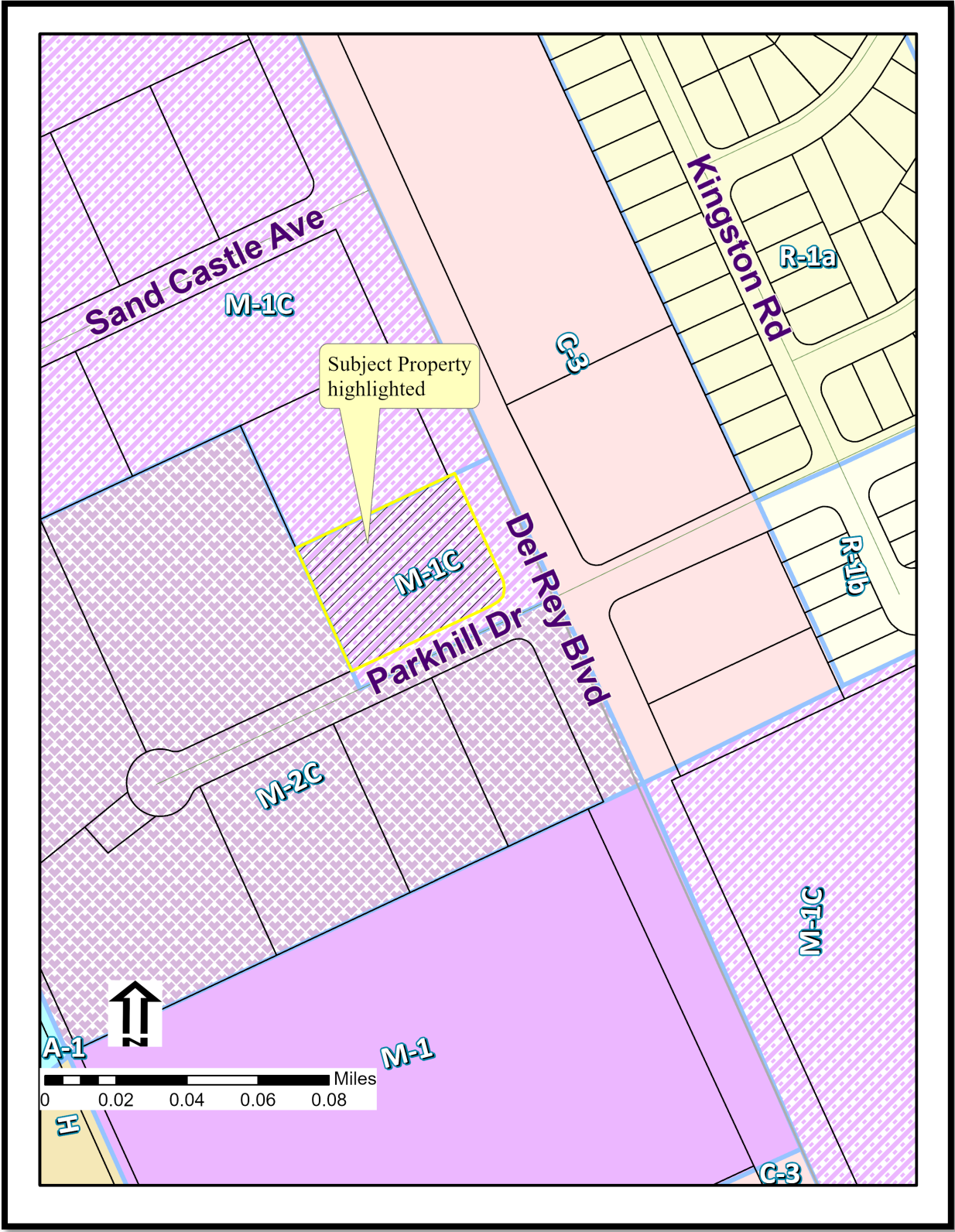
STAFF COMMENTS:

No reviewing department had any negative comments nor have any reviewers objected to the proposed rezoning.

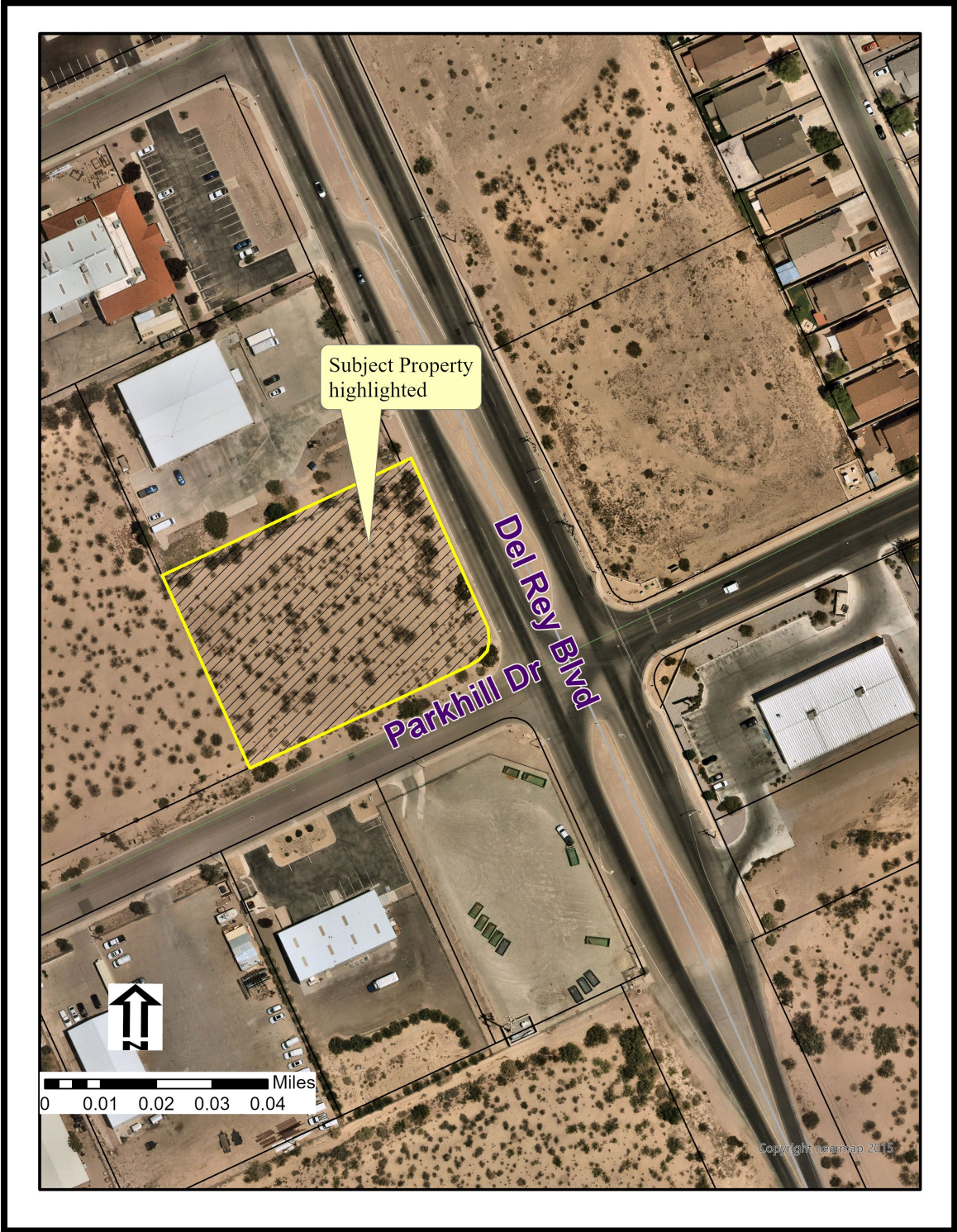
ATTACHMENTS:

1. Zoning Map
2. Aerial Map
3. Site Plan
4. Department Review Comments

ATTACHMENT 1
Zoning Map

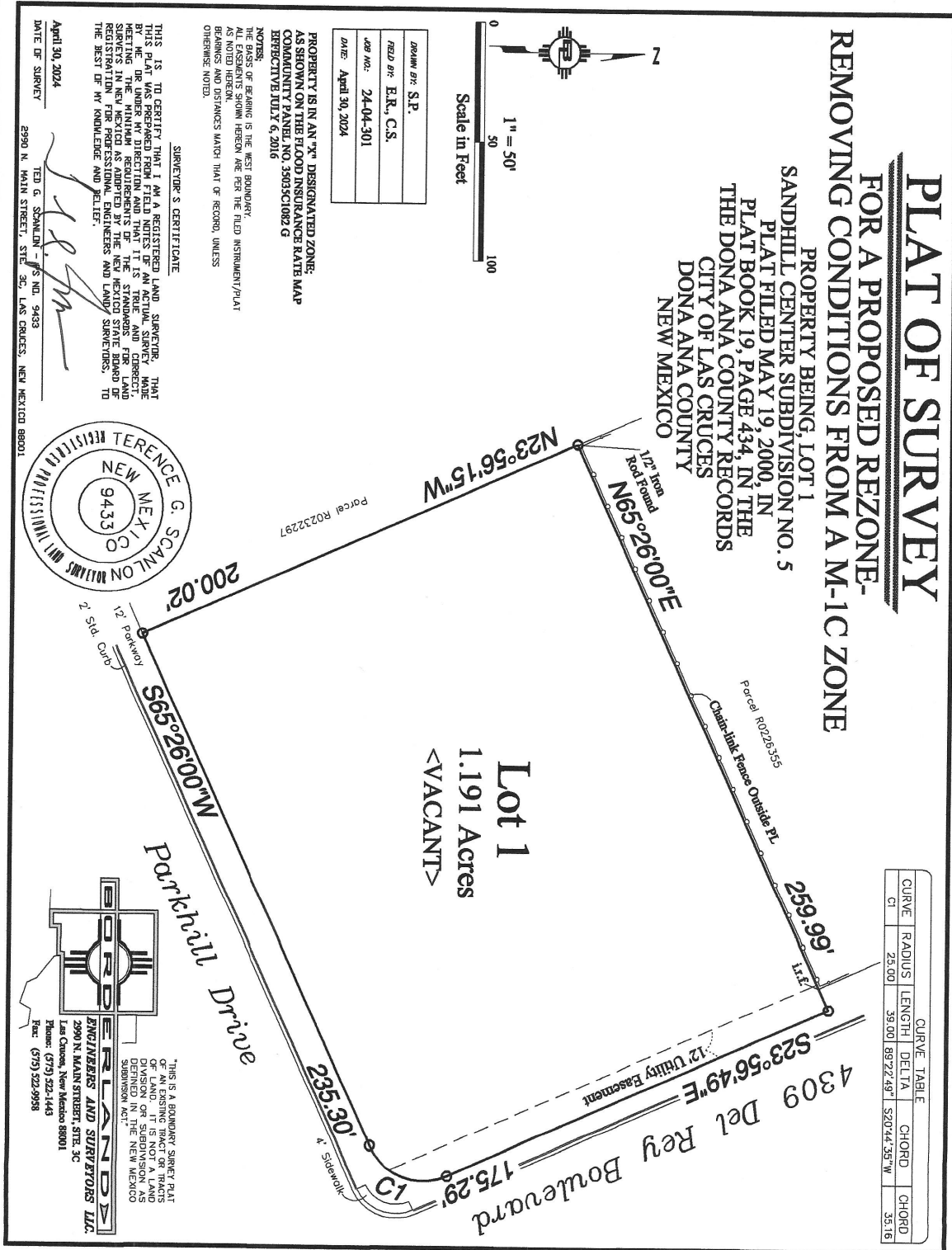


ATTACHMENT 2
Aerial Map



ATTACHMENT 3

Site Plan



ATTACHMENT 4

Department Comments

Department: Planning

Status: YES

Department: Traffic Engineering

Status: YES

Department: Engineering

Status: YES

Department: Utility Engineering

STATUS: YES

Department: Fire

Status: YES

Department: City MPO

Status: YES

Department: Flood

Status: Not Required



PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
September 24, 2024 at 6:00 p.m.

BOARD MEMBERS PRESENT:

- Scott Kaiser, Chair
- Enrico Smith, Vice-Chair
- Jeannette Acosta, Member
- Joaquin Acosta, Member
- Connor Murray, Member
- Vanessa Porter, Member
- Kent Thurston, Member

STAFF PRESENT:

- Larry Nichols, Director Community Development Department
- David Weir, Deputy Director Community Planning
- Adam Ochoa, Senior Planner/Building Inspection Supervisor
- Vincent Banegas, Interim Planner
- John Castillo, Planner

1. CALL TO ORDER (6:00)

Kaiser: All right. Good evening. It is 6:00 p.m. I'll go ahead and call this meeting to order. Welcome to the September 24th City of Las Cruces Planning and Zoning Commission.

2. APPROVAL OF MINUTES – August 27, 2024

Kaiser: First order of business this evening is an approval of the minutes from August. Are there any comments or corrections that need be made to the minutes from August? All right. Seeing none. I will hear a motion to approve the minutes from August.

Je. Acosta: I make a motion to approve the minutes as presented

Murray: I second.

Kaiser: Who's doing roll call?

Castillo: That will be me, Mr. Chair. Commissioner Thurston.

1 Thurston: Here.
2
3 Kaiser: Looking for a "yes" or "no" on the approval of the minutes from.
4
5 Thurston: Yes I do.
6
7 Castillo: Commissioner Porter.
8
9 Porter: Abstain.
10
11 Castillo: Commissioner Acosta.
12
13 Jo. Acosta: Yes.
14
15 Castillo: Commissioner Smith.
16
17 Smith: Yes.
18
19 Castillo: Commissioner Acosta.
20
21 Je. Acosta: Yes.
22
23 Castillo: Commissioner Murray.
24
25 Murray: Yes.
26
27 Castillo: Commissioner Kaiser.,
28
29 Kaiser: Yes.
30
31 **3. CONFLICT OF INTEREST**
32
33 Kaiser: All right. Moving on to conflicts of interest. Any conflicts of interest from
34 Commission this evening?
35
36 Murray: Yes, I have a conflict of interest on 9.1 and 9.2 but I believe we're going to
37 be tabling that.
38
39 Kaiser: Very well. Thank you. So moving into then postponements.
40
41 Thurston: I also have a conflict of interest on Case 149, the first one. Sorry, 7.1.
42
43 Kaiser: On 7.1. Okay. If we pull that one, which I'm planning to do, I think will
44 address the conflict there. Just a point of order on that, will Commissioner
45 Thurston need to leave the room for that conversation or what's the
46 protocol?

1
2 Nichols: Mr. Chairman. I believe if you would just step down from the dais then that
3 will be enough.

4
5 Kaiser: Okay. All right. Thank you. We'll do that then.
6

7 **4. POSTPONEMENTS**
8

9 Kaiser: Okay moving to postponements then. I believe we have at least one
10 postponement, item 9.1 and 9.2. Is that correct?
11

12 Castillo: Mr. Chair. That is correct.
13

14 Kaiser: And what are we postponing that to?
15

16 Banegas: Mr. Chairman. We will be postponing that to the next regularly scheduled
17 P&Z Commission meeting, which is October 22nd.
18

19 Kaiser: Okay. Thank you. And I believe we need to make a motion and vote on
20 that, is that correct? Okay. So waiting for a motion to table items 9.1 and
21 9.2 to the October 22nd meeting.
22

23 Smith: I move that we table 9.1 and 9.2 to the October meeting.
24

25 Murray: I second.
26

27 Castillo: Commissioner Thurston.
28

29 Thurston: Yes.
30

31 Castillo: Commissioner Porter.
32

33 Porter: Yes.
34

35 Castillo: Commissioner Acosta.
36

37 Jo. Acosta: Yes.
38

39 Castillo: Commissioner Smith.
40

41 Smith: Yes.
42

43 Castillo: Commissioner Acosta.
44

45 Je. Acosta: Yes.
46

1 Castillo: Commissioner Murray.

2

3 Murray: Yes.

4

5 Castillo: Chair Kaiser.

6

7 Kaiser: Yes.

8

9 **5. ACCEPTANCE OF THE AGENDA**

10

11 Kaiser: All right. And then I believe we have two items to pull from the consent
12 agenda tonight, item 7.1 for discussion and I believe 7.3. But before we do
13 that, just want to confirm that there is someone in the audience who wishes
14 to hear item 7.3 which is a rezoning on Parkhill Drive. Can I get a show of
15 hands If anyone wishes to have a discussion on that? I see. Okay, one
16 individual. All right. So we will pull item 7.1 and 7.3 from the consent
17 agenda. That leaves item 7.2. And with those changes, can I get a motion
18 to approve tonight's agenda.

19

20 Je. Acosta: I make a motion to approve tonight's agenda.

21

22 Porter: I second.

23

24 Castillo: Commissioner Thurston.

25

26 Thurston: Yes.

27

28 Castillo: Commissioner Porter.

29

30 Porter: Yes.

31

32 Castillo: Commissioner Acosta.

33

34 Jo. Acosta: Yes.

35

36 Castillo: Commissioner Smith.

37

38 Smith: Yes.

39

40 Castillo: Commissioner Acosta.

41

42 Je. Acosta: Yes.

43

44 Castillo: Commissioner Murray.

45

46 Murray: Yes.

1
2 Castillo: Chair Kaiser.

3
4 Kaiser: Yes.

5
6 **6. PUBLIC PARTICIPATION**
7

8 Kaiser: Okay. Moving on to public participation. Is there anybody in the audience
9 tonight that wishes to speak on an item that is not on tonight's agenda. I
10 see one hand for something that's not on the agenda.
11

12 Williams: Item 7.2
13

14 Kaiser: For item 7.2. So that's going to be on the consent agenda and that's just
15 an up or down vote, so we're not going to have a discussion on that one.
16

17 Williams: Question to ask.
18

19 Kaiser: Okay. Sure. Come on coming up and ask your question.
20

21 Williams: Good evening, council members. I have a question. How do we ...
22

23 Kaiser: I'm sorry. Can you just state your name for the record?
24

25 Williams: Sure. Robert Williams.
26

27 Kaiser: And do you swear or affirm that the testimony you're about to give is the
28 truth and nothing but the truth under penalty of law?
29

30 Williams: Yes.
31

32 Kaiser: Okay. Go ahead and ask your question.
33

34 Williams: What do we got to do to get speed humps in a residential area? I have a
35 son with intellectual disabilities, and it is a commercial/residential area. We
36 have a house. There's maybe only two kids on the block. But the body
37 shop down the road uses it as a racetrack. I've called the police. I've called
38 codes. Nobody does nothing about it. They park in the middle of the road.
39 Construction company around across the street does the same thing. Can
40 I show you guys my picture of my son? Is that cool?
41

42 Kaiser: Yes. I'll pass it down.
43

44 Williams: So my son, he's on the autism spectrum, and we don't have a lot of area for
45 him to play, and these guys just run all the time. I get into fist fights with
46 these people to slow down. It's bad enough we have weed all around that

1 area. You know all these zoning permits getting approved for everybody
2 sell marijuana. All these guys do weed. All these guys they drink. I can't
3 do anything to stop it. I mean I know it's only one section of the road from
4 Scoggins, from a Sweet Drive to, I believe it's Sixth Street. One little
5 section. But there's nothing I can do other than getting into problems with
6 other people. I just want to throw just a couple little. The only thing I can
7 think of to slow them down is maybe just a couple speed humps. I don't
8 even know how to get it approved or who to ask, but I need some help
9 because I'm worried that my son's going to get hit.

10
11 Kaiser: Thank you for your concern. Really appreciate you coming out this evening.
12 I'll just say you're not the first person to make comments like this in front of
13 this Commission. Unfortunately, we're not necessarily in a position to
14 address that specific concern. But encourage you to reach out to staff who
15 can point you in the right direction, City manager's office, public works, and
16 kind of go from there.

17
18 Williams: Okay.

19
20 Kaiser: Appreciate you coming out today.

21
22 Williams: When do you get to speak on all these permits that are getting approved for
23 cannabis?

24
25 Kaiser: So this would be the avenue for that. You know if you wish to hear item 7.2
26 we certainly can pull it. We'll have to revote on the agenda this evening,
27 since we just went through that. But this would be the avenue.

28
29 Williams: Okay, I'll do it on the next one. I have to get on, I'm a graduate student at
30 New Mexico State University. I've got to get to class. Thank you.

31
32 Kaiser: Yes. Thank you for coming out this evening.

33
34 Williams: Thanks.

35
36 Kaiser: Anybody else in the audience who wishes to speak on an item that's not on
37 tonight's agenda? All right. Seeing none. We will close public participation.

38
39 **7. CONSENT AGENDA**

40
41 Kaiser: And we will move to the consent agenda,

42
43 **7.1 Case No. 24ZO3000149:**

44
45 **MOVED TO DISCUSSION**

7.3 Case No. 24ZO0500085:

MOVED TO DISCUSSION

7.2 Case No. 24ZO1000091: A request for approval of a Special Use Permit (SUP) to allow a cannabis-based business less than the required 300-foot buffer distance from another cannabis based business. The subject property is zoned M-1/M-2 (Industrial Standard) and is 1.01 ± acres in size. Submitted by Jonathan Valverde, Momma's Boy Organics, representative. Council District 4.

Kaiser: Which has item 7.2 remaining on it. So looking for a motion to approve tonight's consent agenda.

Smith: I move that we approve tonight's consent agenda.

Je. Acosta: I'll second that, Mr. Chair.

Castillo: Commissioner Thurston.

Thurston: Yes.

Castillo: Commissioner Porter.

Porter: Yes.

Castillo: Commissioner Acosta.

Jo. Acosta: Yes.

Castillo: Commissioner Smith.

Smith: Yes.

Castillo: Commissioner Acosta.

Je. Acosta: Yes.

Castillo: Commissioner Murray.

Murray: Yes.

Castillo: Chair Kaiser.

Kaiser: Yes.

1 **DISCUSSION**

2
3 **7.1 Case No. 24ZO3000149:** A request for approval of a Final Site Plan, known as
4 Metro Square Phase 1, for a property encompassing 7.36 + acres, zoned Planned
5 Unit Development (PUD), and located within the Metro Verde PUD area on the
6 east side of Red Hawk Golf Road approximately 0.36 + miles north of its
7 intersection with Peachtree Hills Road. The Final Site Plan proposes 72 lots of
8 mixed-use development that include variable housing types and commercial land
9 use and two tracts of land that will be dedicated to the City of Las Cruces and
10 utilized for drainage and a park. Submitted by Sierra Norte Development Inc.,
11 property owners. Council District 5.
12

13 Kaiser: All right, so we'll start with item 7.1. I'll turn it to staff for a brief presentation.
14

15 Castillo: So good evening, Commission. Tonight we have a presentation over Metro
16 Square Phase 1 final site plan. The property is located at the southeast
17 corner of Red Hawk Golf Road and the future development of Prospect
18 Lane. The subject parcel is going to encompass 7.36 acres of vacant,
19 undeveloped land. It is located within the Metro Verde PUD. And it has a
20 current sub zoning districts of U4 which is the general urban, and U5a which
21 is a mixed use center. It's also located within what the PUD calls out as the
22 NMUN, or the Neighborhood Mixed Use Node to help bring in various
23 different types of uses between commercial and residential.
24

25 Here's a zoning map that kind of outlines roughly where it would be located.
26 Here's an aerial image of where the 7.3 acres is going to be. So today's
27 proposal is going to be a 72 mixed use lot development. It's going to have
28 two tracts of land that encompass 2.59 acres which are to be dedicated to
29 the City of Las Cruces and to be utilized for drainage, as well as a small
30 pocket park. Its connectivity comes from two points of entry that will provide
31 access to Red Hawk Golf Road and the future development of Prospect
32 Lane. The interior of the subdivision will be accessed through various size
33 alleyways. As we can see here this is the proposed layout. Here's some
34 proposed cross sections for the alleyways as well as the cross sections for
35 Prospect Lane and Red Hawk Golf Road.
36

37 Here's a little bit larger image of the proposed final site plan. In this corner
38 right over here we're going to have a mix of uses with commercial on the
39 first floor and residential on above floors. Then it'll move into single-family
40 housing on the south portion, as well as the eastern side next to the
41 drainage tract. And then some more over here as well. And then these are
42 going to be more of like duplexes, attached housing.
43

44 Notice was sent to all relevant agencies and departments; all supported the
45 proposed final site plan. Notice was sent to all surrounding properties within
46 500 feet. Staff did not receive any phone calls or e-mails regarding the

1 proposed development at the time that this presentation was created. The
2 development review committee did look at this back in January of 2024.
3 After some discussion regarding the final site plan, the development review
4 committee recommended an approval of the proposed subdivision. Staff's
5 recommendation is to approve the final site plan based on the following
6 facts of findings. The final site plan does conform to the Metro Verde 12
7 year consolidated update. The proposed final site plan is part of a
8 development that balances the benefits of the community with the
9 developers interests. Based on staff's analysis of the proposal, the final site
10 plan request meets the intent of Elevate Las Cruces Comprehensive Plan.
11 Looking at the future development plan and the comprehensive plan, it is
12 adjacent or near a proposed neighborhood center. With the creation of this
13 and being a neighborhood mixed use center, it is the start of creating that
14 neighborhood center that we would see both in Elevate as well as within the
15 PUD. Based on staff's analysis of the proposal, the final site plan request
16 meets the intent and fulfills the purpose of the Las Cruces Municipal Code
17 Section 2-382. And then also the DRC did provide an approval
18 recommendation to the Commission on January 25th. Today your options
19 are to vote "yes" to approve, vote "no" to deny, vote to amend, or vote to
20 table.

21
22 Kaiser: Thank you. I'll just preface, I have one question, but I'll turn to my
23 colleagues to see if they have any questions on this item. Okay, so my
24 question is, I think this is a really fantastic project. My concern is that if you
25 look at the site plan, if you back up to that slide, that one, when you look at
26 the sidewalks it just appears to me that there's really no connectivity
27 happening specifically internal to the site. Red Hawk, Prospect, all at grade,
28 you've got what I think is a trail that kind of goes around the perimeter along
29 the drainage pond, but as soon as you start looking internal you've got
30 sidewalks that appear to lead to nowhere. It's not clear how you might get
31 from one side to the next. I'm just wondering if you can speak to that or if
32 I'm just completely missing something, but just seems very disjointed to me.

33
34 Castillo: Mr. Chair. It's been a while since I've looked at this one. Bear with me.
35 Adam Ochoa was the planner who had looked at it more recently. But
36 based on previous discussions with the developer as well as developers
37 party members, it was supposed to be more of these open areas where the
38 blue are going to be, are going to be open areas that would have common
39 yards or calling them backyards, in a sense. So the connection would be
40 that everybody would end up having a kind of a shared area to play or to
41 have picnics, basically gather.

42
43 Kaiser: Yes, sure, that makes sense. I guess specifically, I mean I wish I had a
44 laser pointer or something. But if you look at I guess Cottage up at Prospect
45 you've got the sidewalk that comes along from Red Hawk onto Prospect,
46 crosses Cottage, continues down the frontage of Prospect. That's all fine.

1 But then it doesn't appear to me that there's a crosswalk on, I guess this
2 would be the western side of Cottage, but there is on the eastern side. So
3 that's a little odd. Why on one, why not the other? And then you've got this
4 internal sidewalk along the parking on Gentle Rain that just appears to
5 dump you onto Cottage with no way to get to Prospect. I guess that could
6 be fine if there's a crosswalk to the other side of Cottage, but it just seems
7 like there's just gaps. There's not a real thought out pedestrian mobility
8 process in the internal part of this. And maybe I'm missing something.
9 Maybe there's something on the plans that I'm not seeing, but that's just
10 what it looks like to me, that there's all these random sidewalks that kind of
11 lead to - no, I can point out other examples if you want, but that's just what
12 I'm seeing.

13
14 Castillo: Mr. Chair. To answer your question. With certain areas, once again, along
15 Prospect Lane coming down the road that intersects with Gentle Rain, these
16 are going to be homes. So sidewalks will be built along there as well. And
17 those would be part of the actual development of the residences that come
18 in. They will be putting sidewalks along Gentle Rain where it would be
19 applicable. We do have the alley cross sections. And I apologize that I can't
20 zoom in on these, but they do vary in width, and they do all provide some
21 sidewalk on there as well.

22
23 Kaiser: Okay. So if I hear you correctly, there will be sidewalks along every
24 frontage. But what then why is that not appear to be called out? The trail
25 system is but it doesn't appear that sidewalks are being called out.

26
27 Castillo: Mr. Chair. So this is a final site plan. It's not going to call out every exact
28 detail on here. But when the actual construction drawings come in, staff will
29 review the cross sections and ensure that they meet compliance with the
30 PUD regulations of adopted cross sections for alleys as well as the
31 roadways.

32
33 Kaiser: Okay. But the Gentle Rain is classified as an alley, and if you look at the
34 cross section there's no sidewalk element to it. If you go over to the Gentle
35 Rain where the parking lot is, it's specifically called out as a sidewalk. So
36 why are we calling out a sidewalk there, but then we're not calling it out in
37 other places? I just My concern is that if it's not marked here, how do we
38 have certainty that what you're saying is what's going to end up being built
39 there? Because if you look at the cross sections there's not a sidewalk
40 component to it, as far as I can tell, unless I'm misinterpreting it.

41
42 Castillo: Once again, Mr. Chair, this is the final site plan. Like I said once we get the
43 construction drawings you'll see a more detailed cross section of each
44 alleyway that will come in, as well as a detailed cross section that is going
45 to be shown similar to here down at the bottom. And they are, I apologize,
46 a little bit harder to read, but it does call out for sidewalks along here in

1 addition to the allotted drive width. So while it may not show it on the final
2 site plan, when we do get those construction drawings it will have them
3 there.
4
5 Kaiser: Okay. Very well. I guess we take you at your word on that one. That's all
6 I have. Any other questions from the Commission? Okay. Anyone from
7 the public who wishes to speak on this item? All right, seeing none. We'll
8 come back. And looking for a motion to approve item 7.1
9
10 Smith: I move that we approve item 7.1.
11
12 Porter: I second.
13
14 Castillo: Commissioner Porter.
15
16 Porter: Yes, based on staff findings and Elevate Las Cruces.
17
18 Castillo: Commissioner Acosta.
19
20 Jo. Acosta: Yes, based on staff findings and the DRC review and alignment with Elevate
21 Las Cruces.
22
23 Castillo: Commissioner Smith.
24
25 Smith: I vote yes based on staff recommendation, and it meets the intent of Elevate
26 Las Cruces Comprehensive Plan.
27
28 Castillo: Commissioner Acosta.
29
30 Je. Acosta: Yes, based on staff findings, DRC review, and Elevate Las Cruces.
31
32 Castillo: Commissioner Murray.
33
34 Murray: Yes, based on staff findings, and coherence with Elevate Las Cruces.
35
36 Castillo: Chair Kaiser.
37
38 Kaiser: Yes, based on staff recommendation and consistency with Elevate Las
39 Cruces.
40
41 **7.3 Case No. 24ZO0500085:** A request for approval of a proposed zone change from
42 M-1/M-2C (Industrial Standard-Conditional) to M-1/M-2 (Industrial Standard) on a
43 property encompassing 1.19 ± acres and located at 1013 Parkhill Drive. The zone
44 change request seeks to remove the conditions placed on the property to allow a
45 wider range of land uses on the property. Submitted by Borderland Engineers and
46 Surveying, property owner. Council District 5.

1
2 Kaiser: All right. Moving on to item 7.3. I'll turn it over to staff for a presentation.

3
4 Castillo: Good evening once again Commission. Today we have a zone change
5 request from M-1C to M-1/M-2 at 1013 Parkhill Drive. The property is
6 located at the intersection of Parkhill drive in Del Rey Boulevard. Its
7 physical address is 1013 Parkhill drive. As it sits right now it's a vacant,
8 undeveloped parcel of land that encompasses 1.19 acres, and has a current
9 zoning designation of M-1C which is our industrial standard. It is also
10 located within the suburban neighborhood place type, and is part of the
11 Sandhill Center Master Plan. This parcel of being a corner lot fronts a local
12 roadway and an arterial roadway.

13
14 Here's a zoning map showing the M-1C zoning district. There's other
15 conditional zonings in here that are also industrial based. You have some
16 commercial and then it moves into residential. Here's an aerial image of
17 the subject property. Surrounding are other industrial based businesses. A
18 bit further north there is a doggy daycare center.

19
20 So today's proposal is to rezone the 1.19 acres to M-1/M-2 to remove the
21 conditions that were placed on it during the approval of the master plan.
22 The applicant is proposing to develop a shipping transfer station. The
23 closest use that we would consider that is a truck terminal, which is a
24 prohibited use under the current zoning designation. The M-1/M-2 zoning
25 designation is most compatible for the subject property and neighborhood,
26 and it will once again widen the allowable uses on the land and align with
27 Elevate Las Cruces Comprehensive Plan.

28
29 Here's a survey of the property. Notice was sent to all relevant agencies
30 and departments; all supported the proposed zone change. Notice was
31 then sent to all surrounding properties within 500 feet. Staff did receive one
32 e-mail in opposition to the proposed zone change, requesting that they keep
33 all of the other remaining conditions on the property and just remove the
34 truck terminal condition only. Today staff is recommending approval based
35 on the findings below. The zone change request will allow for the attraction
36 and retention of businesses. The proposed zone change will allow for a
37 wider range of land uses on the property, and will follow all development
38 standards of the 2001 Zoning Code as amended. The subject property is
39 located along a principal arterial roadway where the zoning is
40 recommended as well. The proposed zone change request meets the
41 purpose and intent and supported by Elevate Las Cruces Comprehensive
42 Plan as it is within a suburban neighborhood place type and follows the
43 Sandhill Center Master Plan. The proposed zone change meets the
44 purpose and intent of the 2001 Zoning Code as amended and fulfills the
45 purpose of the Las Cruces Municipal Code. Today, your options are to vote
46 "yes" to approve, vote "no" to deny, vote to amend, or vote to table.

1
2 Kaiser: Thank you. Any questions from the Commission?
3
4 Je. Acosta: Mr. Chair.
5
6 Kaiser: Yes, Commissioner Acosta.
7
8 Je. Acosta: Can you help me understand what Mr. Parrish's e-mail was in regards to
9 this? What is he imposing specifically?
10
11 Castillo: Mr. Chair, Commissioner Acosta. Mr. Parrish is opposing to clear all
12 conditions off of the property. There are some other conditions that are on
13 there that deal with things such as, other issues that deal with, and I can't
14 think of those off the top of my head anymore. They had the truck terminal,
15 some of those were parks, ball fields, as it was called out in the master plan
16 before as a completely industrialized area. They did remove a lot of more
17 of the heavily industrial land uses that were also included under our under
18 land table uses.
19
20 Kaiser: So I'll just follow on to that question. So is there a table that we can see of
21 what they currently can and cannot do versus what the applicant is asking
22 for?
23
24 Castillo: I do have that table. So the prohibited uses as you can see on the screen
25 are going to be things such as microwave relay stations, railroad depots,
26 wrecking yards or services, adult bookstores, video stores, airport or
27 helipad, a stadium, amusement park, flea market, drive-in theater. Uses
28 that they would allow with conditions are going to be fabrication or
29 manufacturers, liquor sales permitted only in conjunction with accessory to
30 sales of other products, taverns, television and radio towers shall be
31 prohibited. And then additional conditions, above ground storage tanks, all
32 industrial uses shall be totally enclosed within the building. And that's the
33 list of conditions that were placed on there with the approval of the master
34 plan.
35
36 Kaiser: Okay. What about what they can do?
37
38 Castillo: That list is going to be a little bit longer, and it would be difficult to show
39
40 Kaiser: Okay. Any other questions?
41
42 Thurston: I kind of had the same one, like, what conditions are we removing? But also
43 to clarify the e-mail here, it seems more that, at least my interpretation of
44 the e-mail shows that we would approve it with the current, let me see where
45 he says it, to modify only that condition that is necessary for the current
46 proposed use. So it would be to basically say the applicant, not the

1 applicant but Parish letter shows that he was fine with that use but doesn't
2 want to remove all of the other conditions. So when you come in as a
3 developer and you put all these other conditions, because you do want to
4 have some type of an environment there for the future. Now we understand
5 this was approved in 2000 right. And so it's taken, is that correct?
6

7 Castillo: Mr. Chair, Commissioner Thurston. That is correct.
8

9 Thurston: Okay, so it was approved in 2000 now it's been 24 years later, right. It's still
10 coming along. But for that area by approving the one I could still see the
11 other uses on here that we might not want to approve some of those other
12 uses that have the conditions on there. Just seeing that, if you go back to
13 your table. You know there might be some adult entertainment that might
14 not want to be in that neighborhood or other things. But by doing this we'd
15 just be removing all conditions and it would be to the normal zoning. Is that
16 correct?
17

18 Castillo: Mr. Chair, Commissioner Thurston. That is correct.
19

20 Thurston: Okay.
21

22 Kaiser: Sorry. Could you clarify? Because in your presentation you said we're only
23 removing the truck terminal.
24

25 Castillo: Chair Kaiser. It would be to remove all conditions on the property and just
26 give it the straight and M-1/M-2 zoning designation.
27

28 Kaiser: Okay. Thank you. So for further clarification, so this is in a M-1C district,
29 and the districts that neighbor it I'm presuming are the same exact
30 prohibition on uses.
31

32 Castillo: Mr. Chair. That is correct. There are similar uses. A block over on
33 Sandcastle we have a Carniceria here that has a small restaurant where
34 they manufacture and sell food. As I said before, right a couple lots down
35 from it I believe either this one or this one is the doggy daycare. There are
36 some other directly adjacent to it are going to be some more construction
37 type, manufactured buildings, where they house equipment as well as
38 whatever they would need.
39

40 Kaiser: Okay. Thank you. And then can you I guess just describe I guess a little
41 bit more of what the applicant is wanting to do and what a truck terminal is,
42 presumably it's just the storage of semitrucks.
43

44 Castillo: Mr. Chair. I do have the applicant's representative here as well, and he can
45 shed light to exactly what they want to do.
46

Agenda Item #6.6.

1 Kaiser: Okay. That would be helpful. Before you begin can I just swear you in for
2 the record. Please state your name.
3
4 Scanlon: Ted Scanlon.
5
6 Kaiser: And do you swear or affirm that the testimony you're about to give is the
7 truth and nothing but the truth under penalty of law?
8
9 Scanlon: I do.
10
11 Kaiser: Go ahead.
12
13 Scanlon: What they're planning on doing is what's called a relay terminal, where they
14 bring in items, UPS and FedEx and so forth, and they put them in a
15 warehouse, and then they put them on trucks to deliver around town. That's
16 basically it.
17
18 Kaiser: Okay. So it's not the storage of semitrucks or it's basically ...
19
20 Scanlon: No the semitrucks ...
21
22 Kaiser: Just a transfer station.
23
24 Scanlon: They would come in, they would unload, and then they leave.
25
26 Kaiser: Got you. Okay. Thank you. Any other questions from the Commission?
27 Commissioner Thurston.
28
29 Thurston: Could we not? How do I explain my? Could we not? The applicant get the
30 same thing by just removing the one trucking terminal, that way all of the
31 other parcels that are around it still, you know if I was the one that bought it
32 next to it and I know that there's the conditions, there's a couple conditions,
33 maybe I wanted it to be in that area because of that. And now if it's just one
34 condition that we remove for the trucking, could that be a possibility to just
35 allow that conditional use and keep the rest of the conditions on there. I
36 don't know if that's, I don't know if that's even a route to take, but, just to
37 provide somewhat of the conditions that are there for the other owners that
38 currently own/
39
40 Castillo: Mr. Chair, Commissioner Thurston. One of the options today is to vote to
41 amend. So in this case you would make a motion to amend and state what
42 conditions you would like to do or what you wish to amend in your motion.
43
44 Thurston: I'm going to hold off for a second see if I'm going to want to amend anything.
45

- 1 Kaiser: We can go to public comment first. Is there anyone who wishes to speak
2 on this item this evening? I see no hands so that nobody wishes to make a
3 comment on this item. All right. We will come back to the Commission.
4 Sorry, I couldn't buy you more time.
5
- 6 Thurston: I'm going to say seeing that I don't see any hands, no one else, then no
7 one's opposing it, I'm going to leave it alone.
8
- 9 Kaiser: I'll just say I think I'm kind of in a similar boat. I'm not really sure, I mean
10 the conditions were obviously placed there for a reason at the time. And
11 granted that was however many years ago, things change, I understand
12 that. But it seems like this is possibly a bit of a stretch to go from conditions
13 on some uses that I think probably are, I don't know, incompatible with what
14 has developed there. Perhaps not, I don't know, but it seems like maybe
15 just pulling off that truck terminal seems like the way to go, if that is in fact
16 an option. But that's just where I'm at.
17
- 18 Smith: I have a question. So this isn't, I know you say you're trying to find
19 something that would fit the applicant's request. This isn't considered a
20 truck terminal, is it?
21
- 22 Castillo: Mr. Chair, Commissioner Smith. Based on the definitions I had read
23 regarding truck terminals, that this was the closest to a truck terminal that it
24 would be.
25
- 26 Smith: Okay. Thank you.
27
- 28 Kaiser: So along that thought, postal service, UPS, Amazon already do something
29 like this, right. Is there another example in town where this is already
30 happening under this definition and this use?
31
- 32 Castillo: Mr. Chair. Under this definition, no, we don't have anything in that nature,
33 Amazon and UPS or FedEx, those would be more distribution centers. We
34 do have a distribution center land use. This is more of the - closest thing
35 that we would have I guess that would be is actually the operation next to
36 it. I'm not sure as to how this one was classified when it was built, but this
37 is, I'm assuming it would still be a distribution center because it is a Frito
38 Lay warehouse, so they do hold the goods there. This is a little bit different,
39 because product is being shipped in and out from one truck to another.
40
- 41 Smith: Just want to make a comment. I know the Ropers oil change business. I
42 forgot the street it's on, but off Missouri, near Missouri, they're like a FedEx
43 distribution station. I've seen trucks there. I know they contract. So is that
44 similar or I mean does a semi make a delivery there? They move the
45 product to packages, to FedEx trucks and they leave. I mean that seems
46 similar and they're an existing oil change business, but somehow they've

1 gained some contract where they're working with FedEx for package
2 distribution. So, I mean I don't know if you'd call that a truck terminal, but it
3 seems to be doing a very similar type of operation.
4
5 Castillo: Mr. Chair, Commissioner Smith. I'm not sure as to where you're speaking
6 about, but if it is operating like that, that would be the closest thing to a truck
7 terminal.
8
9 Smith: I'm assuming they had to go through the City in order to get a permit and
10 license to do that. So it seems like it's already something very similar in
11 operation. And I don't know what the zoning situation is over there, but I
12 know it is very, it's industrial mixed use, commercial.
13
14 Banegas: Mr. Chairman, Commissioners. The zoning that took place that placed
15 those conditions on it, that was under the 1981 code preceding code twice
16 removed, if you consider what we're trying to go to. We're currently under
17 the 2001 code, and whether you call it a truck terminal or a distribution
18 center, both those uses are an allowed use in the M-1 zone, which we now
19 call M-1/M-2, we combined them. So I think what staff is asking for is based
20 on the applicant's request, if we can remove the truck terminal, distribution
21 center, whatever you want to call it from that prohibited use list, and make
22 it an allowed use by doing so, keeping the other ones in place. What I'm
23 hearing is they're going to be happy with that. Staff was just thinking that
24 maybe we remove all the conditions given the age of the ordinance. But
25 you know you have a choice. You could just simply remove that one
26 element, truck terminal, distribution center, whichever you want to call it,
27 whatever it's listed as, and everything will work.
28
29 Smith: Okay. Now we'll require an amendment, correct.
30
31 Banegas: You can make a motion for conditional approval and then stipulate that,
32 what was it listed as, truck terminal, that that be removed as a condition, as
33 a prohibited use rather from that list.
34
35 Smith: Okay. Because that list is pretty extensive and I'm sensitive to Mr. Parrish's
36 concerns that it would basically kind of give a blank check for any other
37 business that wants to come in, including something that may not be
38 appropriate for that area.
39
40 Banegas: Commissioner. We could also do, you could simply make a motion for
41 conditional approval citing the ordinance number which has that listing and
42 call for the removal of truck terminal from that list, it would leave all the other
43 uses intact as a prohibition and call it good. Does that makes sense?
44
45 Smith: I think that may be the best route. That's a mouthful, I don't know if I could
46 make that proposal.

1
2 Je. Acosta: Mr. Chair. Can you, Mr. Banegas, can you give us that number?
3
4 Banegas: Mr. Chairman, Commissioner Acosta. Ordinance number 1826, and it
5 would be Exhibit B or C. Exhibit C, sorry.
6
7 Kaiser: So just for a point of order. So the motion this evening would be to amend
8 ordinance 1826, Exhibit C, to remove the truck terminal use from the
9 prohibited uses list.
10
11 Banegas: You could do it that way as well. Yes, sir.
12
13 Kaiser: Everybody get that? So, I can't make this motion but, yes.
14
15 Thurston: Chair on that one, if we amended the truck terminal off of this one then it
16 would go on to all of the other properties as well.
17
18 Kaiser: That would be - no.
19
20 Thurston: Because if you're going to amend the ordinance 1826, Exhibit B, would that
21 not also amend all of the other lots that are under this?
22
23 Castillo: Mr. Chair, Commissioner Thurston. It would only pertain to this property
24 that's in question right now.
25
26 Thurston: Thank you.
27
28 Kaiser: All right. I'll repeat and then I'll turn it over for a motion. All right, go for it.
29
30 Porter: I vote to amend ordinance 1826, Exhibit C, to remove truck terminal. Right.
31
32 Kaiser: Make a motion to approve, or sorry, motion to amend.
33
34 Banegas: Mr. Chairman.
35
36 Kaiser: I heard vote.
37
38 Porter: I motion to amend.
39
40 Banegas: Mr. Chairman. Just to point of order. If that motion could also just stipulate
41 that it's for this particular parcel only.
42
43 Porter: I motion to amend for this partial only ordinance 1826, Exhibit C, to remove
44 truck terminal.
45
46 Kaiser: From the prohibited usage list.

Agenda Item #6.6.

1
2 Porter: From the prohibited uses list.
3
4 Je. Acosta: Mr. Chair. I second that.
5
6 Castillo: Commissioner Thurston.
7
8 Thurston: Yes.
9
10 Castillo: Commissioner Porter.
11
12 Thurston: I've got to say based on.
13
14 Castillo: Yes, can you please state your findings of fact.
15
16 Thurston: Yes, based on discussion and findings that we have.
17
18 Castillo: Commissioner Porter.
19
20 Porter: Yes, based on new findings.
21
22 Castillo: Commissioner Acosta.
23
24 Jo. Acosta: I vote yes based on Commission discussion and new findings.
25
26 Castillo: Commissioner Smith.
27
28 Smith: I vote yes based on the Commission discussion and motion to amend.
29
30 Castillo: Commissioner Acosta.
31
32 Je. Acosta: Yes, based on Commissioner discussion and new findings.
33
34 Castillo: Commissioner Murray.
35
36 Murray: Yes, based on neighborhood characteristics and Commission discussion.
37
38 Castillo: And Chair Kaiser.
39
40 Kaiser: Yes, based on the discussion this evening and consistency with Elevate Las
41 Cruces. All right, that concludes our pulled consent agenda items this
42 evening.
43
44 **8. OLD BUSINESS**
45
46 Kaiser: So we do not have any old business.

9. NEW BUSINESS

9.1 Case 24ZO2500012: A request for approval of the Sunrise Mesa Planned Unit Development (PUD) Phase II Concept Plan. The concept plan proposes a total of 61 lots/tracts on 26.78 + acres, zoned PUD/R-2, and located at the northwest corner of Central Avenue and Porter Drive, within Council District 6. The PUD proposes land uses consisting of multi-dwelling (four-plex), commercial, drainage/open space, and two pocket parks. Submitted by Sauder Miller & Associates for Harlo Dynek, property owner. Council District 6.

POSTPONED UNTIL OCTOBER 22 P&Z MEETING.

9.2 Case 24CS4000100: A request for approval of road improvement waivers for Alba Road and El Llano Road immediately adjacent to and associated with the proposed Sunrise Mesa Planned Unit Development (PUD) Phase II Concept Plan. As proposed, all required rights-of-way will be dedicated, but required improvements are requested for waiver consideration. Submitted by Sauder Miller & Associates for Harlo Dynek, property owner. Council District 6.

POSTPONED UNTIL OCTOBER 22 P&Z MEETING.

Kaiser: And the two items that we have for new businesses evening have been postponed.

10. STAFF ANNOUNCEMENTS

Kaiser: So we will turn to staff announcements, if there are any.

Nichols: Yes, good evening again Commission. Just a very brief few announcements. I know that all of you here have worked on the Realize Las Cruces land development code that's currently under its affirmative stages. And just a brief progress report. The final draft is being worked on, and we believe it will be presentable sometime in the first few days or first few weeks of October. And then from then we'll go to the rest of the scheduling for presentation workshops to P&Z, to City Council, and then on to hopefully the adoption. Those are all the comments, Chair.

Castillo: Mr. Chair. There is also going to be a P&Z work session on October 29th.

Kaiser: Okay. Same time, normal 6:00 p.m.

Castillo: That is correct.

1 Kaiser: Okay. Excellent. Well hopefully everyone can make it for two meetings
2 next month. And before we adjourn, Commissioner Thurston, you had a
3 question for staff I believe you wanted to raise.

4
5 Thurston: Chair. That's correct. And for staff I had a question from last time we were
6 here that we had a discussion about carports. And seeing that that's
7 something that comes up quite often. I'm being told that it happens quite
8 often. Have we done anything for the code to possibly put something in for
9 carports since that discussion?

10
11 Castillo: Mr. Chair, Commissioner Thurston. The new proposed code will handle the
12 carports by providing a closure setback requirement. It would be I believe
13 under the new draft, it's going to be five feet from the property line, unless
14 there is going to be a utility easement, then it will have to stay out of that
15 utility easement.

16
17 Thurston: Thank you.

18
19 Castillo: Also, in addition, it is going to look at more so the aesthetics with it being
20 attached to the house and following architectural styles.

21
22 Thurston: Thanks. I'm glad, that we don't have to do that over and over and over
23 again. So thank you.

24
25 Smith: I have one question related to that also. I know I think I made in last
26 meeting, maybe the meeting before that I brought up about possible as a
27 public PSA about that maybe just something on the City website or on the
28 codes website as far as like getting the permit, because that was one of the
29 big excuses that come up every time that they didn't know they had to have
30 a permit or the business said they had a permit. I don't know if that's
31 something, that's something maybe already been done then.

32
33 Faivre: Chair, Member Smith. So I did speak with communications after last
34 meeting, and they are looking at possibly doing some additional social
35 media outreach and some things specific on this issue. Probably that will
36 coincide obviously with the rollout of Realize and there will be a larger public
37 education process that will encompass the full Realize as well. So I guess
38 we're looking into that specifically, but Realize in general as well. Thank
39 you.

40
41 Smith: Great. Thank you. Appreciate that.

42
43 **11. ADJOURNMENT (8:25)**

44
45 Kaiser: All right. Looking for a motion to adjourn this evening.

Agenda Item #6.6.

1 Je. Acosta: Motion to adjourn.
2
3 Porter: I second.
4
5 Kaiser: And All in favor.
6
7 MOTION PASSES UNANIMOUSLY.
8
9 Kaiser: Thank you all for coming out this evening. We'll see you in October.
10
11
12
13
14
15

Chairperson



25-068

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Barbara Bencomo	Department:	City Manager's Office
Program:	Council & Community Support	Line of Business:	Council & Community Support
Title:	A RESOLUTION APPROVING THE CITY OF LAS CRUCES' LEGISLATIVE PRIORITIES FOR THE 2025 NEW MEXICO LEGISLATIVE SESSION.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To approve legislative priorities.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Historically, the City of Las Cruces (City) has been successful in obtaining state capital outlay funds through the local legislative delegation annually. At the November 12, 2024 City Council Work Session, staff presented possible capital appropriation projects based on the intersection of input from state legislators and council-approved plans such as Elevate Las Cruces. The list of projects will be used to seek capital outlay funding during the 2025 New Mexico Legislative Session beginning in January 2025. Projects were selected based on project readiness, the project being listed on the State of New Mexico Infrastructure Capital Improvement Plan (ICIP), anticipated additional funding sources, and scalability of projects.

Prioritized projects are shown in Exhibit “A”. This Resolution will move those projects forward to be submitted as requests to our legislative delegation. This resolution also puts forth policy-related priorities which the Council supports in Exhibit "B", which were also reviewed at the November 12, 2024 City Council Work Session. Support for these priorities will be communicated to the legislators for their consideration.

This resolution also acknowledges the capital outlay priorities that will be submitted by the City's non-profit partners on the Mesilla Valley Community of Hope campus. Their capital outlay priorities are listed in Exhibit "C".

SUPPORT INFORMATION:
[Exhibit "A" 2025 Legislative Capital Outlay Priorities](#)
[Exhibit "B" 2025 Legislative Capital Outlay Priorities](#)
[Exhibit "C" 2025 Legislative Capital Outlay Priorities](#)

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Agenda Item #7.1.

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize City staff to move forward with submitting City of Las Cruces legislative priorities for the 2025 New Mexico Legislative Session.
2. Vote "No"; this will not approve the Resolution.
3. Vote to "Amend"; this could delay the process and will require Council direction.
4. Vote to "Table"; this will delay the process of preparing for the 2025 NM Legislative Session and require Council direction.

RESOLUTION 25-068

A RESOLUTION APPROVING THE CITY OF LAS CRUCES' LEGISLATIVE PRIORITIES FOR THE 2025 NEW MEXICO LEGISLATIVE SESSION.

The City Council is informed that:

WHEREAS, at the November 12, 2024 City Council Work Session, staff presented capital appropriations projects for consideration; and

WHEREAS, projects were selected based on the input from legislators, alignment with Council-adopted plans, project readiness, the project being on the New Mexico Infrastructure Capital Improvement Plan (ICIP), anticipated additional capital funding sources, and scalability of the projects; and

WHEREAS, priority capital projects will be taken forward to the 2025 New Mexico Legislative Session; and

WHEREAS, policy-related priorities are also established by this resolution for the 2025 New Mexico Legislative Session; and

WHEREAS, Mesilla Valley Community of Hope priorities for the 2025 New Mexico Legislative Session are also acknowledged by this resolution.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby approves the capital appropriations project priorities to be taken forward to the 2025 New Mexico Legislative Session, as shown on Exhibit "A", attached hereto and made part of this Resolution.

(II)

THAT the City hereby approves the policy priorities to be taken forward to the 2025 New Mexico Legislative Session, as shown on Exhibit "B", attached hereto and made part of this Resolution.

(III)

THAT the City Manager, or his designee, is authorized to adjust the scope and amount requested for capital priorities based on current trends.

(IV)

THAT the City hereby acknowledges the capital priorities that the non-profit partners at the Mesilla Valley Community of Hope will be submitting to the state for the 2025 New Mexico Legislative Session, as shown on Exhibit "C", attached hereto and made part of this Resolution.

(V)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

2025 CITY OF LAS CRUCES LEGISLATIVE CAPITAL OUTLAY PRIORITIES

- EAST MESA RECREATION COMPLEX: To construct sports fields, expand play area and add adaptive play equipment for the continuation of the East Mesa Recreation Complex master plan. **(\$5,900,000)**
- BRANIGAN LIBRARY: Facility renovation/expansion including design and construction costs to level the first floor, expand the lobby, and improve ADA accessibility **(\$5,600,000).**
- INDUCTIVE CHARGING: To plan, design, construct and furnish inductive charging at the Intermodal Transit Facility for electric bus charging. Capital outlay request will fund plan/design/engineering. **(\$500,000)**
- MONAS REDESIGN: Design and construction to enhance the Nature Center - to include safe level flooring, improved animal handling areas, engaging displays of animals, and ADA accessibility to viewing areas. **(\$385,000)**
- ACTIVE TRANSPORTATION: Support Active Transportation Plan projects and initiatives, including sidewalks, ADA improvements, transit shade structures, street lighting, bicycle facilities and street trees. **(\$4,600,000)**
- PASEOS VERDES: To accelerate the development and implement a 4% non-competitive low-income housing tax credit for a 218-unit project that would increase the inventory of Veteran, Workforce, and Senior housing. **(\$1,350,000)**
- AMADOR CROSSING: Gap funding for approximately 40-50 unit master plan housing project on the Community of Hope campus to provide supportive housing, onsite services, and access to campus agencies. **(\$3,000,000)**
- ADA COMPLIANCE: Bring the City facilities into compliance so that all people, including those with disabilities, can access our facilities. This would include accessible parking, ramps, doors, clear floor space and handrails, among other items at City Hall and Municipal Court. **(\$1,000,000)**
- WASTEWATER/SEPTIC SYSTEMS: Install sewer mains and septic tank decommissioning within City limits on unsewered parcels that are less than 0.5 acres in size and complete connectivity to homes pending the passage of enabling legislation;

this is high priority to the City of Las Cruces to protect groundwater resources.
(\$4,300,000)

- STREET LIGHTING: Existing streetlights in some areas consist of outdated halogen bulbs, which do not provide adequate lighting for safety. Improvements: installation of additional lighting at condensed spacing, installation of smart nodes to increase our existing intelligent street lighting. **(\$700,000)**
- PARK LIGHTING: Some park facilities have insufficient or outdated lighting or lack lighting altogether. Improvements: installation of safety lighting at Apodaca, Lions, Young, and Valley View parks. **(\$2,400,000)**
- POLICE REGIONAL RESPONSE VEHICLES: LCPD has been tasked to assist NMSP with tactical response throughout southern NM and, increasingly, the entire state. This request would fund five regional/statewide response vehicles, assigned to SWAT. **(\$500,000)**
- POLICE DEPARTMENT REAL TIME CRIME CENTER: To continue to establish a Real Time Crime Center for Las Cruces Police Department. This request would integrate existing traffic intersection cameras and install additional cameras where necessary, and acquire and install drone pods on city buildings. **(\$1,000,000)**
- CIT/MOBILE INTEGRATED HEALTHCARE BUILDING: Gap funding for facility for the Las Cruces Fire Department's Mobile Integrated Healthcare program and Project L.I.G.H.T. Mental Crisis Response. **(\$2,500,000)**

2025 CITY OF LAS CRUCES LEGISLATIVE POLICY PRIORITIES

- The City of Las Cruces generally supports legislation regarding:
 - Affordable housing
 - Animal welfare
 - Paid family medical leave
 - Sustainability
- The City of Las Cruces supports legislation to reform the Inspection of Public Records Act (IPRA) and public safety statutes.
- The City of Las Cruces supports enabling legislation to address programs for septic system abatement and sewer system connections.

2025 MESILLA VALLEY COMMUNITY OF HOPE LEGISLATIVE CAPITAL OUTLAY PRIORITIES

- THE KITCHENS AT MESILLA VALLEY COMMUNITY OF HOPE: 20,000 sq ft soup kitchen and licensed commercial community kitchens. **(\$5,000,000)**
- DE-ESCALATION OFFICE: Conversion of existing patio into de-escalation office. Dedicated space to help people in crisis de-escalate while connecting them to services **(\$410,000)**.
- MESILLA VALLEY COMMUNITY OF HOPE BUILDING 1 SOLAR: Plan, design, construct a solar project for Bldg. 1 to include Amador Health Center and current El Caldito Soup Kitchen. **(\$600,000)**
- MVCOH MASTER PLAN IMPLEMENTATION: Roadway/pedestrian improvements, including two HAWK systems; bus/turning lane; third emergency exit driveway; lateral trail development/fencing; and parking lot renovations. **(\$2,700,000)**



25-069

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Natalie Green	Department:	City Manager's Office
Program:	Housing and Neighborhood Services	Line of Business:	Housing and Neighborhood Services
Title:	A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT PROJECT FOR AN AFFORDABLE MULTI-FAMILY HOUSING DEVELOPMENT, SUBJECT TO AWARD OF SAID TAX CREDITS BY THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AS PART OF THEIR 2024/2025 4% LOW-INCOME HOUSING TAX CREDIT PROCESS.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Approve precommitment for a LIHTC

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) recognizes the pressing need for affordable housing, as highlighted in the 2021-2025 Consolidated Plan, which indicates a shortage of nearly 5,600 rental units for low-income households. In response, the New Mexico Housing and Community Development Corporation (NMHCDC), in partnership with Thomas Development Group, has submitted a request for funding assistance to the City Manager's Office for The Residence at Sonoma Ranch project. This team is applying for 4% Low-Income Housing Tax Credit (LIHTC) funding through the New Mexico Mortgage Finance Authority (MFA). Successful 4% LIHTC applications are those that leverage local government resources and efficiently use tax credits. City funding offers an opportunity to support projects that directly address the affordable housing needs of the community.

The proposed resolution seeks a preliminary funding commitment of approximately \$4 million, not to exceed 15% of the total development costs for The Residence at Sonoma Ranch. This project will be developed in two phases, resulting in 192 affordable age-restricted (55+) multifamily units located near Sonoma Ranch Blvd and Central Road within the Metro Verde PUD, with close access to various amenities.

The Residence at Sonoma Ranch will dedicate 100% of the units to households earning below 60% of the Area Median Income (AMI). The development will feature a multi-level clubhouse at the entrance, with building orientation designed to capture views of the Organ Mountains and the desert landscape. Outdoor amenities will include shaded areas, walkways with gazebos, patios, and fireplaces, creating a welcoming environment for social and recreational activities. A central covered pavilion will link the residences to these outdoor features. The community will also offer a swimming pool and pickleball courts to promote a healthy, active lifestyle, balancing social interaction, relaxation, and exercise.

Agenda Item #7.2.

Funding is also contingent upon the agency being certified as a Qualified Grantee, by City Staff and the New Mexico Mortgage Finance Authority. The LIHTC funding process requires agencies to apply with MFA to be eligible for tax credit funding. The development is requesting a commitment for the allocation of City funds be made prior to December 31, 2024, to meet LIHTC application requirements and the deadlines for difficult to development area bonus boost. City Council approval is required for any allocation of additional City funding.

SUPPORT INFORMATION:

[Attachment A The Residence](#)

PLAN(S):

City Council Strategic Plan, Other, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
- ☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: \$0	AVAILABLE AMOUNT: \$0	EXPENDITURE AMOUNT: \$4,000,000
-----------------------------	------------------------------	---

Funding Source(s):

Overall Budget Impact:

No funding source has been identified. Council will need to identify a funding source at funding commitment/loan approval.

Does this action amend the Capital Improvement Plan (CIP)?

- ☐ Yes
- ☒ No

Does this action align with Elevate Las Cruces?

- ☒ Yes
- ☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes" to approve funding commitment to support an affordable housing development project contingent upon the project receiving a 4% LIHTC funding award from MFA and the developer's certification as a Qualified Grantee.
2. Vote "No" this action will not approve funding commitment supporting affordable housing development project subject to the project receiving a 4% LIHTC funding award from MFA and the developer's certification as a Qualified Grantee.
3. Vote to "Amend" this will direct staff to modify the Resolution.
4. Vote to "Table" this would postpone the Resolution and the City Council would need to provide direction to staff.

RESOLUTION 25-069

A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT PROJECT FOR AN AFFORDABLE MULTI-FAMILY HOUSING DEVELOPMENT, SUBJECT TO AWARD OF SAID TAX CREDITS BY THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AS PART OF THEIR 2024/2025 4% LOW-INCOME HOUSING TAX CREDIT PROCESS.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) recognizes the need for affordable housing with the 2021-2025 Consolidated Plan reflecting a shortage of nearly 5,600 rental units in the City for low-income households; and

WHEREAS, the City has received a request for funding assistance to create affordable housing for the 2024-2025 4% LIHTC process; and

WHEREAS, the request was from New Mexico Housing and Community Development Corporation (NMHCDC) in partnership with Thomas Development Group; and

WHEREAS, the project is applying for 4% Low-Income Housing Tax Credit (LIHTC) funding through New Mexico Mortgage Finance Authority (MFA); and

WHEREAS, successful applications for 4% LIHTC awards are projects that leverage additional resources from local governments and efficiently use tax credits; and

WHEREAS, this City funding also provides an opportunity to invest funds in projects that directly address the low-income affordable housing needs in the community; and

WHEREAS, the recommendation is to allocate up to \$4M not to exceed 15 percent of the total development costs to Phase I (96 units) of the Residence at Sonoma Ranch, an affordable age-restricted (55+) multi-family development near Sonoma Ranch Blvd and Central Road contingent upon the project being awarded 4% LIHTC funding; and

WHEREAS, in order to meet LIHTC application requirements and deadlines for difficult to development areas the project is requesting a commitment for the allocation of City funds be made prior to December 31, 2024; and

WHEREAS, City Council approval is required for any allocation of additional City funding.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the preliminary commitment of \$4M not to exceed 15 percent of the total development costs for The Residence at Sonoma Ranch is hereby approved and contingent upon the project being awarded 4% LIHTC funding allocation pool and being certified as a Qualified Grantee.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

Agenda Item #7.2.

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

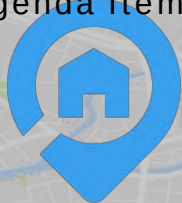
City Clerk

Moved by:

Seconded by:

AYES

NAYS



**BOWEN
NATIONAL
RESEARCH**

Market Feasibility Analysis

The Residence

Sonoma Ranch Boulevard & Central Avenue

Las Cruces, Doña Ana County, New Mexico 88012

Prepared For

New Mexico Mortgage Finance Authority

344 4th St. SW

Albuquerque, New Mexico 87102

&

Mr. Tom Andrews

Thomas Development Group, LLC

817 East 70th St.

Sioux Falls, South Dakota 57108

Effective Date

November 8, 2024

Job Reference Number

24-468 NS

2024 MFA UNIVERSAL RENTAL DEVELOPMENT APPLICATION
Market Study Professional Certification

The undersigned, a recognized firm of independent market analysts knowledgeable and experienced in the development of affordable rental properties, completed this Market Study of Sonoma in Las Cruces, New Mexico for Mr. Tom Andrews of Thomas Development Group, LLC.

To the best of our knowledge, all data contained in this report is correct to the extent that the local, State of New Mexico and federal recording agencies and demographic suppliers accurately record and publish this data. All projections were based on current professionally accepted methodology, and that we have primarily followed MFA’s Market Study Guidelines (which align with the NCHMA guidelines).

The market analyst has no financial interest in the proposed project or in any other matters involving the Developer or Applicant, or their principals. The relationship of the market analyst is limited to that of an independent market analyst. The fee assessed for the study was not contingent on the proposed development or application being approved, awarded, or funded by MFA.

The market analyst made a physical inspection of the market area, reviewed all relevant data, conducted personal interviews with local apartment managers, government officials, local real estate professionals, and service providers, and independently established the conclusions for this report.

Bowen National Research, LLC
Market Analyst Company

Nathan Stelts
Market Analyst Company Representative Signature

Not Applicable to Firm
New Mexico Certification # (Exp.)

November 8, 2024
Date

Table of Contents

- A. Executive Summary
- B. Introduction & Scope of Work
- C. Project Description
- D. Location
- E. Market Area Definition
- F. Employment & Economy
- G. Demographic Characteristics
- H. Competitive Environment (Supply)
 - I. Affordability & Demand Analysis
 - J. Local Perspectives
- K. Analysis & Conclusions
- L. Other Requirements

Addendum A – NCHMA Member Certification & Checklist

Addendum B – Field Survey of Conventional Rentals

A. Executive Summary

This report evaluates the market feasibility of the proposed Sonoma rental community to be built utilizing financing from the 4% Tax-Exempt Bond program in Las Cruces, New Mexico. Based on the findings contained in this report, a market does exist for the subject project, assuming it is built and operated as proposed and evaluated throughout this report.

The following is a summary of key findings from our report:

Site Evaluation

The subject site location consists of an undeveloped parcel of land located at the intersection of Sonoma Ranch Boulevard and Central Avenue in Las Cruces, New Mexico. The site neighborhood is developing and notably contains numerous new, planned, proposed and under construction developments of single-family homes. This indicates that the residential component of the site neighborhood is expanding. Traffic patterns within the site neighborhood are moderate, and visibility of the site is considered good given that the subject project will be clearly visible from Sonoma Ranch Boulevard. Furthermore, the subject site will stand as the tallest structure in the immediate area further enhancing its visibility. Accessibility is also convenient, given the moderate area traffic patterns and the proximity of the site to various arterial roadways, including U.S. Highway 70. The site is within 4.0 miles of most essential community services, and demand-based transit is available through the Roadrunner Vamanos service. Overall, the subject site location is considered conducive to the proposed project and is expected to positively impact marketability. An in-depth site evaluation is included in *Section D*.

Project Concept

The subject project involves the new construction of the 96-unit Sonoma rental community at the intersection of Sonoma Ranch Boulevard and Central Avenue in Las Cruces, New Mexico. The project will target senior households ages 55 and older earning up to 60% of Area Median Household Income (AMHI) under the 4% Tax-Exempt Bond program. None of the units within the subject development will receive project-based rental assistance. The proposed project is expected to be complete by March of 2026. Additional details of the subject project are included in *Section C* of this report.

Economy

The Doña Ana County economy has steadily improved since the impact of the pandemic in 2020, both in terms of total employment and unemployment rates. Notably, the county employment base has increased by more than 8,900, or 10.0%, since 2020 (through September of 2024). This outpaces employment growth within the state of New Mexico and the nation overall during this time period, in terms of the rate of change. The annual unemployment rate has also improved by three full percentage points since 2020 to a rate of 4.8% through September of 2024. Both total employment and unemployment rate figures reported for the county through September of 2024 are better than pre-pandemic levels reported for the county prior to 2020. These are good indications of the strength of the local economy and that the Doña Ana County economy has fully recovered from the impact of the pandemic, both in terms of total employment and unemployment rate levels. Considering the preceding factors and the various economic development projects planned for the area, we expect the Doña Ana County/Las Cruces economy will continue to improve for the foreseeable future. Additional economic information is included in *Section F*.

Primary Market Area

The Primary Market Area (PMA) is the geographical area from which the majority of support for the proposed development is expected to originate. The Las Cruces Site PMA includes most incorporated portions of Las Cruces, all incorporated portions of San Ysidro and Doña Ana and some of the surrounding unincorporated areas of Doña Ana County. The boundaries of the Las Cruces Site PMA generally follow Shalem Colony Trail, North Valley Drive/State Route 185, Rancho Algodones Road, Pedro Madrid Road, Barela Drive, the Doña Ana incorporated limits, Del Rey Boulevard/Goat Hill Road, Desert Plum Road, La Reina Road, Eclipse Road, the boundary of the Organ Mountains Desert Peaks National Monument, the Red Hawk Golf Club, the Las Cruces city limits, North Jornada Road, County Road D066 and El Centro Road to the north; Holman Road, undeveloped land, Peachtree Hills Road, Cortez Road, Saromi Lane, Carjac Road and the Las Cruces city limits to the east; East University Avenue/Dripping Springs Road and Interstate 10 to the south; and the Rio Grande river to the west. A map delineating the boundaries of the Site PMA is included in *Section E*.

Demographics

Overall, the population and household bases within the Las Cruces Site PMA have been increasing since 2010, with additional demographic growth projected through 2029. Notably, households ages 55 and older are projected to experience growth between 2024 and 2029, increasing by 1,248 (5.5%). Senior renter households are also projected to increase by 264 (4.5%) during this time. While low-income senior renters (generally those earning below \$35,000) within the market are projected to decline slightly during the same timeframe, they are still anticipated to represent nearly 60.0% of all senior renter households within the market in 2029. Overall, the demographic trends contained within this report demonstrate a generally stable base of potential support for the subject project. Additional demographic information is included in *Section G*.

Comparable/Competitive Rental Housing Overview

The proposed subject property will offer one- and two-bedroom units targeting senior (age 55+) households earning up to 60% of Area Median Household Income (AMHI) under the Low-Income Housing Tax Credit (LIHTC) program. Within the Site PMA, we identified and surveyed three non-subsidized senior LIHTC properties that we have included in this comparable/competitive analysis. These LIHTC properties and the proposed subject development are summarized as follows. Information regarding property address, phone number, contact name and utility responsibility is included in the Field Survey of Conventional Rentals.

Map I.D.	Project Name	Year Built	Total Units	Occ. Rate	Distance to Site	Waiting List	Target Market
Site	Sonoma	2026	96	-	-	-	Seniors 55+; 60% AMHI
15	Mira Vista Senior Villas	2004	60*	100.0%	6.3 Miles	15 HH	Seniors 62+; 40%, 50%, & 60% AMHI
17	Montana Senior Village I	2000	48	100.0%	10.1 Miles	3-6 Months	Seniors 55+; 60% AMHI
18	Montana Senior Village II	2002	66*	100.0%	10.2 Miles	3-6 Months	Seniors 62+; 50% & 60% AMHI

OCC. – Occupancy

HH – Households

*Tax Credit units only

The three LIHTC projects have a combined occupancy rate of 100.0% and each maintains a waiting list, indicating that pent-up demand exists for senior LIHTC housing in the market. The subject project will be able to accommodate a portion of this unmet demand.

The gross rents for the competing projects and the proposed rents at the subject site, as well as their unit mixes and vacancies by bedroom are listed in the following table:

Map I.D.	Project Name	Gross Rent/Percent of AMHI (Number of Units/Vacancies)		Rent Special
		One-Br.	Two-Br.	
Site	Sonoma	\$795/60% (58)	\$954/60% (38)	-
15	Mira Vista Senior Villas	\$543/40% (10/0) \$675/50% (20/0) \$808/60% (30/0)	-	None
17	Montana Senior Village I	\$662/60% (24/0)	\$791/60% (24/0)	None
18	Montana Senior Village II	\$539/50% (22/0) \$654/60% (22/0)	\$649/50% (11/0) \$786/60% (11/0)	None

The proposed one-bedroom gross rent is similar to the rent being achieved for similar units at Mira Vista Senior Villas. While the proposed two-bedroom rent is above the rents for similar units at Montana Senior Village I and II, the pent-up demand reported throughout the market indicates that these projects are likely underachieving their rent potential to some degree. This is further evidenced by the fact that the one-bedroom/60% AMHI rent at Mira Vista Senior Villas is above the two-bedroom/60% AMHI rents at Montana Senior Village I and II. The subject project will be at least 22

years newer than the competitive supply and will offer larger unit sizes (square footage) with a superior amenities package, which will contribute to the rent potential of the subject project. As illustrated later in this analysis, the subject rents will also represent good values relative to similar unrestricted market-rate product in the area. Given the preceding factors, the proposed subject rents are considered appropriately positioned.

Comparable/Competitive Tax Credit Summary

The three competitive LIHTC projects have a combined occupancy rate of 100.0% and each maintains a waiting list, indicating that pent-up demand exists for senior LIHTC product within the market. While the subject one-bedroom units will be competitively positioned among these properties in terms of price point (gross rent), the subject two-bedroom units will be the highest-priced senior LIHTC units in the market. However, it is important to note that the subject project will be at least 22 years newer than the competitive supply, offering superior unit sizes (square footage) and amenities. These features are expected to create a competitive advantage for the property within the Site PMA and contribute to its rent potential. Further, the pent-up demand at the comparable properties indicate that the projects offering two-bedroom units are likely underachieving their rent potential to some degree. Considering the preceding factors, the subject project is considered competitive within the Las Cruces LIHTC rental market.

An in-depth analysis of the Las Cruces rental housing market and comparable properties is included in *Section H*.

Market-Rent Advantage

Based on the Rent Comparability Grids provided in *Section H*, the subject’s achievable market rents and corresponding market rent advantages are summarized in the following table:

Bedroom Type	% AMHI	Proposed Collected Rent	Achievable Market Rent	Market Rent Advantage
One-Br.	60%	\$795	\$1,355	41.3%
Two-Br.	60%	\$954	\$1,550	38.5%

Typically, Tax Credit rents for units targeting households earning up to 60% of AMHI should represent at least a 10.0% market rent advantage to ensure a good flow of tenants and that the property will represent a sufficient value. As such, the proposed subject Tax Credit rents will likely be perceived as substantial values within the market, as they represent market rent advantages ranging from 38.5% to 41.3%, depending upon bedroom type.

Demand (Capture Rate) Estimates

The proposed subject project is expected to be complete in March 2026. The following table summarizes the subject’s capture rate calculation based on data contained in the Demographic Characteristics and Trends section of this report. Additionally, given that the subject project will target senior households and will likely attract some support from senior homeowners seeking to downsize into a low-cost maintenance-free rental housing alternative, we have included a supplemental capture rate that considers all age- and income-qualified households (renters and owners) within the market.

	Capture Rate	
	Renter Only	All Households
Number of Proposed Units	96	96
Age- & Income-Eligible Households – 2026	/ 755	/ 1,858
Capture Rate	= 12.7%	= 5.2%

Typically, when utilizing this methodology capture rates of up to 10% are considered achievable in markets such as the Site PMA, though higher capture rates may be achievable depending on market parameters. Considering this, it is important to note that all senior Tax Credit properties surveyed in the market are reporting 100.0% occupancy rates and waiting lists. This indicates that pent-up demand exists for age-restricted LIHTC housing in the market. The subject project will be superior to the local LIHTC supply based on design, and the proposed rents will represent good values relative to similar unrestricted market-rate product in the area. Additionally, when considering support from age- and income-qualified homeowners, the base of support for the subject project is more than twice as deep. This indicates that the property will have a significantly deeper base of support if it is able to successfully attract some component of support from senior homeowners. Given the preceding factors, the subject’s 12.7% *renter-only* capture rate is considered achievable.

Strengths/Weaknesses (Positive/Negative Attributes) Summary

The subject property will be competitive with existing comparable LIHTC properties in terms of price point (gross rent), particularly when considering the newness and anticipated quality of the subject property as compared to the older existing comparable LIHTC product currently available in this market. This is especially true considering the subject project will offer a superior amenities package and unit sizes (square footage). The subject property will also be situated in a developing, good quality neighborhood containing numerous new single-family homes. This will further enhance the marketability of the property.

Although the subject’s overall renter-only capture rate (12.7%) is above the typically desired threshold of 10%, the pent-up demand for senior LIHTC product in the area and the competitive design of the subject project indicate that the subject’s capture rate is achievable. This is further evidenced by the subject’s good penetration rate of 15.5% when considering the planned and existing competitive units within the market. As such, it is our opinion that there is sufficient support for the site project in the market.

Conclusion

Considering the high demand for additional senior LIHTC product, as illustrated by the high occupancy rates and waiting lists maintained at the comparable LIHTC properties in the market, as well as the sufficient base of potential support for such product in this market, we do not expect the development of the subject property will have any adverse impact on future occupancy rates among existing comparable properties in the Site PMA.

Based on the preceding factors and additional information included in this analysis, it is our opinion a market exists for the subject property and that the property is marketable as currently proposed. We have no recommendations for the subject property at this time.

Absorption Estimates

Considering the facts contained in the market study, as well as the preceding factors and comparing them with other projects with similar characteristics in other markets, we are able to establish absorption projections for the proposed subject development. Note this absorption projection assumes the subject development is developed and operates as outlined within this report. It is our opinion that the 96 LIHTC units proposed for the subject site will reach a stabilized occupancy of 95.0% within eight months of opening. This absorption period is based on an average absorption rate of approximately 11 to 12 units per month.

These absorption projections assume a 2026 opening for the subject project. A different opening may impact (positively or negatively) absorption potential for the subject units. Further, these absorption projections assume the project will be built as outlined in this report. Changes to the project's rents, amenities, floor plans, or other features may invalidate our findings. We also assume the developer and/or management will aggressively market the project throughout the Site PMA a few months in advance of its opening and continue to monitor market conditions during the project's initial lease-up period.

B. Introduction & Scope of Work

1. PURPOSE

The purpose of this report is to evaluate the continued market feasibility of the proposed Sonoma apartment property in Las Cruces, New Mexico, following renovations utilizing funding from the 4% Tax-Exempt Bond program. This study was initiated by Mr. Tom Andrews of Thomas Development Group, LLC and it conforms to the standards adopted by the National Council of Housing Market Analysts (NCHMA) and set forth by the New Mexico Mortgage Finance Authority. These standards include the accepted definitions of key terms used in market studies for housing projects and model content standards for the content of market studies for housing projects. These standards are designed to enhance the quality of market studies and to make them easier to prepare, understand and use by market analysts and end users.

2. METHODOLOGIES

Methodologies used by Bowen National Research include the following:

- The Primary Market Area (PMA) generated for the proposed site is identified. The Site PMA is generally described as the smallest geographic area expected to generate most of the support for the proposed project. Site PMAs are not defined by radius. The use of a radius is an ineffective approach because it does not consider mobility patterns, changes in socioeconomic or demographic character of neighborhoods or physical landmarks that might impede development.

PMAs are established using a variety of factors that include, but are not limited to:

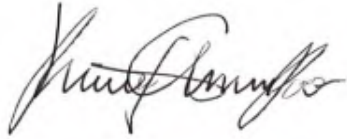
- A detailed demographic and socioeconomic evaluation.
- Interviews with area planners, realtors and other individuals who are familiar with area growth patterns.
- A drive-time analysis to the site.
- Personal observations of the field analyst.
- An evaluation of existing housing supply characteristics and trends.
- A field survey of modern apartment developments is conducted. The intent of the field survey is twofold. First, the field survey is used to measure the overall strength of the apartment market. This is accomplished by an evaluation of unit mix, vacancies, rent levels and overall quality of product. The second purpose of the field survey is to establish those projects that are most likely directly comparable to the subject property. The information in this survey was collected through a variety of methods, including phone surveys, in-person visits, email and fax. The contact person for each property is listed in *Addendum B: Field Survey of Conventional Rentals*.

- Two types of directly comparable properties are identified through the field survey. They include other Section 42 LIHTC developments and market-rate developments that offer unit and project amenities similar to the proposed development. An in-depth evaluation of those two property types provides an indication of the potential of the proposed development.
- Economic and demographic characteristics of the area are evaluated. An economic evaluation includes an assessment of area employment composition, income growth (particularly among the target market), building statistics and area growth perceptions. The demographic evaluation uses the most recently issued Census information, as well as projections that determine what the characteristics of the market will be when the proposed project opens and after it achieves a stabilized occupancy.
- Area building statistics and interviews with officials familiar with area development provide identification of those properties that might be planned or proposed for the area that will have an impact on the marketability of the proposed development. Planned and proposed projects are always in different stages of development. As a result, it is important to establish the likelihood of construction, the timing of the project and its impact on the market and the subject development.
- We conduct an analysis following NCHMA market study guidelines of the subject project's required capture of the number of income-appropriate households within the Site PMA. This analysis is conducted on a renter household level and a market capture rate is determined for the subject development. This capture rate is compared with acceptable capture rates for similar types of projects to determine whether the subject development's capture rate is achievable. In addition, Bowen National Research also compares all existing and planned LIHTC housing within the market to the number of income-appropriate households. The resulting penetration rate is evaluated in conjunction with the project's capture rate.
- Achievable market rent for the proposed subject development is determined. Using a Rent Comparability Grid, the features of the proposed development are compared item-by-item with the most comparable properties in the market. Adjustments are made for each feature that differs from that of the proposed subject development. These adjustments are then included with the collected rent resulting in an achievable market rent for a unit comparable to the proposed unit.

3. DATE OF FIELD WORK AND SITE VISIT

This certifies that Kwame Amoako, an employee of Bowen National Research, personally made an inspection of the area including competing properties and the proposed site in Las Cruces, New Mexico on October 30, 2024.

Certified:



Kwame Amoako
Market Analyst
kwamea@bowennational.com
Date: November 8, 2024

4. PRIMARY ANALYST

The information contained in this report is true and accurate as of November 8, 2024. The primary analyst reaching conclusions within this analysis is Nathan Stelts.

Bowen National Research is a disinterested third party without any current or future financial interest in the project under consideration. We have received a fee for the preparation of the market study. However, no contingency fees exist between our firm and the client.

Certified:



Nathan Stelts (Primary Contact)
Market Analyst
nathans@bowennational.com
Date: November 8, 2024



Patrick M. Bowen
President/Market Analyst
Bowen National Research
155 E. Columbus St., Suite 220
Pickerington, OH 43147
(614) 833-9300
patrickb@bowennational.com
Date: November 8, 2024

5. **REPORT LIMITATIONS**

The intent of this report is to collect and analyze significant levels of data to forecast the market success of the subject property within an agreed to time period. Bowen National Research relies on a variety of data sources to generate this report. These data sources are not always verifiable; Bowen National Research, however, makes a significant effort to assure accuracy. While this is not always possible, we believe our effort provides an acceptable standard margin of error. Bowen National Research is not responsible for errors or omissions in the data provided by other sources.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved. Our compensation is not contingent on an action or event (such as the approval of a loan) resulting from the analyses, opinions, conclusions in or the use of this study.

Any reproduction or duplication of this report without the express approval of Thomas Development Group, LLC or Bowen National Research is strictly prohibited.

C. Project Description

Project Name:	Sonoma
Location:	Sonoma Ranch Boulevard & Central Avenue, Las Cruces, New Mexico 88012 (Doña Ana County)
Census Tract:	13.08
Target Market:	Senior 55+
Construction Type:	New Construction
Funding Source:	4% Tax-Exempt Bond

The subject project involves the new construction of the 96-unit Sonoma rental community at the intersection of Sonoma Ranch Boulevard and Central Avenue in Las Cruces, New Mexico. The project will target senior households ages 55 and older earning up to 60% of Area Median Household Income (AMHI) under the 4% Tax-Exempt Bond program. None of the units within the subject development will receive project-based rental assistance. The proposed project is expected to be complete by March of 2026. Additional details of the subject development are summarized as follows:

Proposed Unit Configuration									
Total Units	Bedroom Type	Baths	Style	Net Square Feet	% AMHI	Program Rents			
						Collected Rent	Utility Allowance	Gross Rent	Max. Allowable LIHTC Gross Rent
58	One-Br.	1.0	Garden	708	60%	\$795	\$0	\$795	\$795
38	Two-Br.	1.0	Garden	943	60%	\$954	\$0	\$954	\$954
96	Total								

Source: Thomas Development Group, LLC
AMHI – Area Median Household Income (Las Cruces, NM MSA; 2024)

Building/Site Information	
Residential Buildings:	Two (2) three-story buildings
Building Style:	Elevator-served
Community Space:	Integrated throughout
Acres:	4.9
Exterior Finish:	Stucco

Construction Timeline	
Original Year Built:	Not Applicable
Construction Start:	October 2025
Begin Preleasing:	January 2026
Construction End:	March 2026

Unit Amenities		
• Electric Range	• Microwave	• Ceiling Fan
• Refrigerator	• Washer/Dryer Machines	• Window Blind
• Garbage Disposal	• Central Air Conditioning	• Composite Flooring
• Dishwasher	• Balcony/Patio	• Walk-in Closet

Community Amenities		
• Business/Computer Center	• Multipurpose Room	• On-Site Management
• Café/Coffee Bar	• Common Area Wi-Fi	• Fitness Center
• Car Charging Station	• Common Patio/Porch	• Media Room/Theater
• Clubhouse/Community Room	• Dog Park/Pet Care	• Walking Path
• Community Kitchen	• Surface Parking Lot (144 Spaces)	• Carport (45 spaces@ \$45/month)
• Elevator		

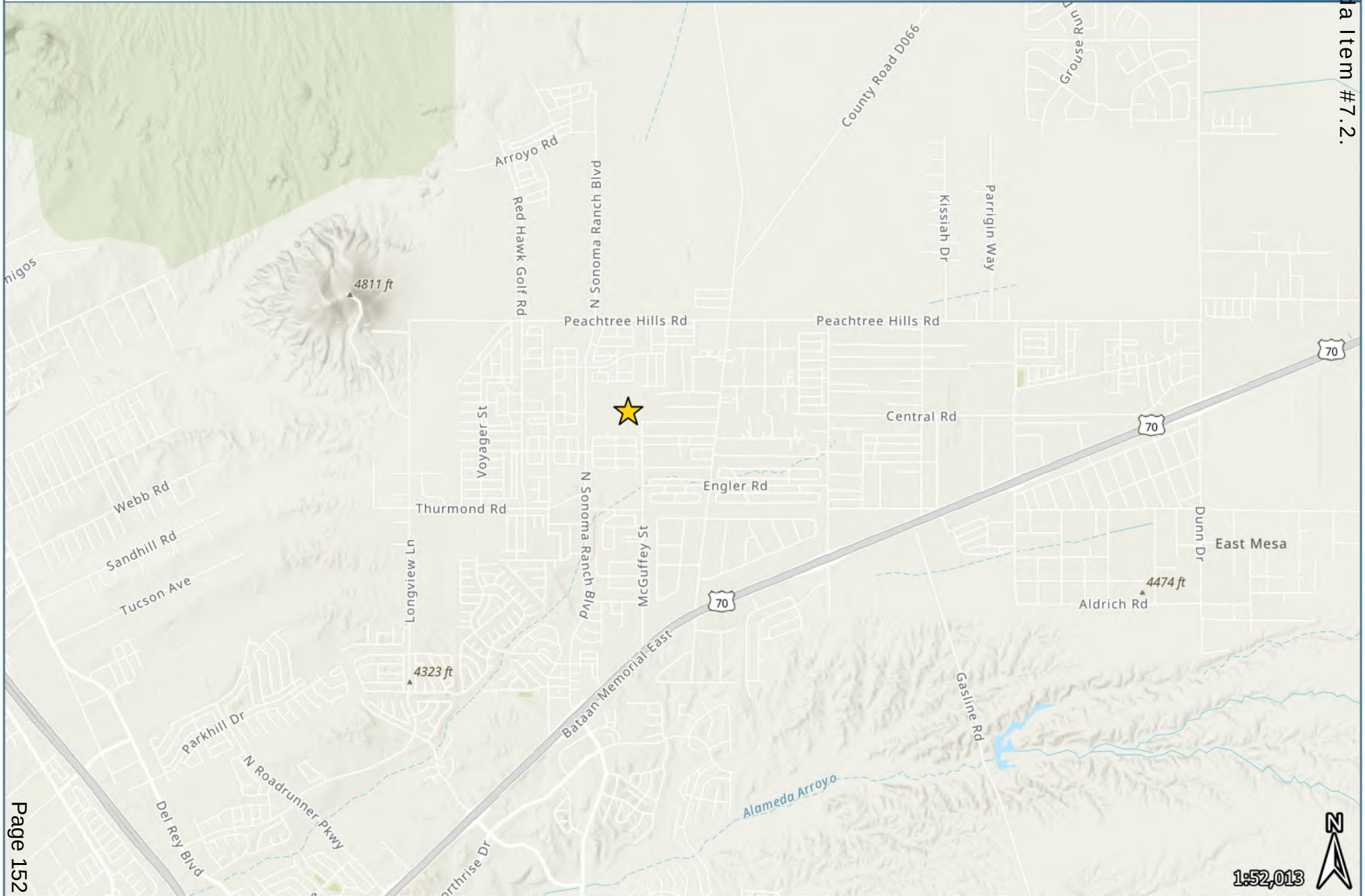
Utility Responsibility							
	Heat	Hot Water	Cooking	General Electric	Cold Water	Sewer	Trash
Paid By	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord
Source	Electric	Electric	Electric				

REVIEW OF UNIT AND SITE LAYOUT:

Floor and site plans for the subject project were not provided at the time of this analysis. Based on additional information provided at the time of this analysis, however, it is our understanding that the subject property will offer one- and two-bedroom garden-style units within two (2) three-story elevator-served buildings on a 4.9-acre parcel. The subject units will range from 708 to 943 square feet in size, with each unit containing one (1.0) bathroom. All units will be equipped with a full kitchen appliance package and a dedicated laundry area with washer/dryer appliances. In addition to the subject’s residential units/buildings, the property will also feature several community amenities such as an on-site management office, fitness center, and clubhouse/community space. Outdoor amenities will include pet care stations and walking paths. Surface parking and covered parking areas will be easily accessible from both buildings. Overall, the subject property appears to be marketable in terms of design. Nonetheless, an in-depth comparable/competitive analysis is provided in *Section H* to better determine the subject’s marketability and competitive position within the market.

A state map, an area map, and a site neighborhood map are on the following pages.







D. LOCATION

1. SITE DESCRIPTION AND EVALUATION

A. LOCATION

The subject site location consists of an undeveloped parcel of land located at the southeast quadrant of the intersection of Sonoma Ranch Boulevard and Central Avenue in the northeastern portion of Las Cruces, New Mexico. Located within Doña Ana County, the subject site is situated approximately 6.0 miles northeast of downtown Las Cruces. The subject site visit was conducted on October 30, 2024, with corresponding fieldwork completed during the week of October 28, 2024.

B. SURROUNDING LAND USES

The subject site is located within a developing and primarily residential neighborhood of northeastern Las Cruces. Surrounding land uses include single-family homes in fair to good condition, public schools and undeveloped arid/desert land. Adjacent land uses are detailed as follows:

North -	The northern site boundary is defined by undeveloped land, which continues north to a neighborhood of new single-family homes in good condition. Extending north are several parks, the campuses of Monte Verde Elementary School and Mesa Middle School, and undeveloped land.
East -	The eastern site boundary is defined by undeveloped land. Extending east are scattered, older single-family homes in fair to good condition, as well as neighborhoods of new single-family homes in good condition.
South -	The southern site boundary is defined by a neighborhood of new single-family homes in good condition. Extending south are additional single-family homes and undeveloped land.
West -	The western site boundary is defined by the future site of a Las Cruces Fire Station. West of this site is Sonoma Ranch Boulevard, a four-lane arterial roadway with moderate vehicular traffic patterns. Continuing west are additional single-family homes in good condition and several parks.

The site neighborhood is developing and primarily residential, with nearby single-family homes in fair to good condition. The site neighborhood notably contains numerous new, planned, proposed and under construction developments of single-family homes, including several adjacent and highly occupied subdivisions. This indicates that the residential component of the site neighborhood is expanding.

Overall, the proposed subject project is expected to fit well with the surrounding land uses and they should contribute to its marketability. Photographs of the site can be found at the end of this section.

C. VISIBILITY AND ACCESS

The subject site is anticipated to be clearly visible from Sonoma Ranch Boulevard, a four-lane roadway with moderate vehicular traffic. Given that the site project will consist of two (2) three-story buildings, it will be among the largest developments in the immediate vicinity and will be clearly visible from all nearby roadways. As such, visibility of the site is considered good and is expected to positively impact marketability.

It is anticipated that the subject development will maintain at least one vehicular access point, which will likely be accessible from Sonoma Ranch Boulevard to the west. Given the moderate traffic patterns of this roadway, direct vehicular ingress and egress are considered convenient. Notably, several new traffic lanes and general infrastructure improvements have recently been added to Sonoma Ranch Boulevard, which will improve the site neighborhood's ability to accommodate higher traffic volumes resulting from new residential development. The site is also within 2.4 miles of the nearest frontage roadway for U.S. Highway 70, an arterial roadway that facilitates access to and from the site area throughout Las Cruces. The nearest fixed-route bus stop, operated by Roadrunner Transit, is situated 2.4 miles south of the site. However, demand-based paratransit and senior transit services are also available to residents of the site neighborhood through the Roadrunner Vamanos service. Overall, the accessibility of the subject site is considered good and is expected to positively impact marketability.

D. PROXIMITY TO COMMUNITY SERVICES AND INFRASTRUCTURE

The site is served by the community services detailed in the following table:

Community Services	Name	Driving Distance From Site (miles)
Major Highways	U.S. Highway 70 Interstate 25	2.4 South 4.7 Southwest
Public Bus Stop	Roadrunner Vamonos Roadrunner Transit Stop	On-Demand 2.4 South
Major Employers/ Employment Centers	Las Cruces Public Schools Walmart Sam's Club	1.1 North 3.3 South 4.6 Southeast
Convenience Store	Circle K Food Mart	2.3 South 2.6 South
Grocery	Walmart Chavira's	3.3 South 4.2 East
Discount Department Store	Dollar General Dollar Tree	2.7 East 3.2 South
Shopping Center/Mall	White Sage Plaza Plaza Del Rey	2.4 South 4.2 Southwest
Schools: Elementary Middle/Junior High High College/University	Monte Vista Elementary School Mesa Middle School Organ Mountain High School Doña Ana Community College	1.1 North 1.8 North 3.7 Southeast 3.7 South
Hospital/Medical Center	MountainView Urgent Care at Northrise Three Crosses Regional Hospital	3.1 South 5.8 Southwest
Police	New Mexico State Police	2.9 South
Fire	Las Cruces Fire Station 6	3.8 South
Post Office	United States Postal Service	4.4 Southwest
Bank	Citizens Bank of Las Cruces First Convenience Bank Pioneer Bank	2.0 South 3.3 South 3.7 South
Senior Center	Sage Café Community Center	3.9 Southeast
Recreational Facilities	East Mesa Recreation Center	3.9 East
Gas Station	Circle K Gas Diesel and More Murphy USA	2.3 South 2.6 South 3.2 South
Pharmacy	Mesilla Valley Pharmacy Walgreens Pharmacy Walmart Pharmacy	2.5 South 3.2 South 3.3 South
Restaurant	Starbucks Denny's Burger King	2.1 South 2.3 South 2.4 South
Day Care	Little Tumbleweed Daycare	2.6 South
Library	Sage Cafe Library	3.9 Southeast
Church	Calvary Chapel Three Crosses Templo Aposento Alto FBC Las Cruces	2.0 South 2.5 East 2.6 South
Park	Vega Neighborhood Park Metro Verde Splash Pad and Park Electra Neighborhood Park Metro Verde Soccer Park	0.6 North 0.9 Northeast 1.2 Northwest 1.6 West

The subject site is located within a developing residential neighborhood primarily comprised of single-family homes, with most essential services accessible within 4.0 miles. Notable services within 4.0 miles include a grocery store, banks, restaurants, pharmacies, discount retailers, gas stations and convenience stores. Most essential services are situated within or near a Walmart Supercenter, which anchors a plaza with a variety of restaurants and other small service providers. This facility is approximately 3.3 miles south of the site.

Public safety services are provided by the New Mexico State Police and Las Cruces Fire Department, which are 2.9 and 3.8 miles from the site, respectively. However, a new fire station is planned to be developed adjacent west of the site. The nearest hospital, Three Crosses Regional Hospital, is situated 5.8 miles from the site; however, the Mountain View Urgent Care at Northrise facility is situated within 3.1 miles. Sage Café Community Center has been identified as the nearest senior center and is located 3.9 miles from the site. The site is also within walking distance of numerous community parks, including the Metro Verde Splash Pad and Park and Vega Neighborhood Park.

While most area services are located more than 2.0 miles from the subject site, many are easily accessible given the subject's proximity to various arterial roadways. Most notably, the subject property is within 2.4 miles of U.S. Highway 70 which is accessible via Sonoma Ranch Road and provides access throughout the Las Cruces area and the various services offered therein.

E. CRIME ISSUES

The primary source for Crime Risk data is the FBI Uniform Crime Report (UCR). The FBI collects data from each of roughly 16,000 separate law enforcement jurisdictions across the country and compiles this data into the UCR. The most recent update showed an overall coverage rate of 95% of all jurisdictions nationwide with a coverage rate of 97% of all jurisdictions in metropolitan areas.

Applied Geographic Solutions uses the UCR at the jurisdictional level to model each of the seven crime types at other levels of geography. Risk indexes are standardized based on the national average. A Risk Index value of 100 for a particular risk indicates that, for the area, the relative probability of the risk is consistent with the average probability of that risk across the United States.

It should be noted that aggregate indexes for total crime, personal crime and property crime are not weighted, and a murder is no more significant statistically in these indexes than petty theft. Thus, caution should be exercised when using them.

Total crime risk for the Site Primary Market Area (PMA) is 183, with an overall personal crime index of 117 and a property crime index of 195. Total crime risk for Doña Ana County is 139, with personal and property crime indices of 120 and 143, respectively.

	Crime Risk Index	
	PMA	Doña Ana County
Total Crime Index	183	139
Personal Crime Index	117	120
Murder	115	96
Rape	144	143
Robbery	57	44
Assault	132	140
Property Crime Index	195	143
Burglary	236	195
Larceny	190	133
Motor Vehicle Theft	175	137

Source: Applied Geographic Solutions, FBI, ESRI

The crime risk index for the Site PMA (183) is higher than that reported for the county (139) and both are above the national average of 100. However, a crime index between 100 and 200 is not uncommon of more densely populated areas such as the Las Cruces market. Further, the subject site itself is located within a portion of the Las Cruces Site PMA that has a much lower crime index of between 51 and 100. This is illustrated by the crime map provided later in this section. Also note the strong occupancy rates reported among existing rental properties surveyed in the area, which indicate that crime is not a factor which adversely impacts occupancy rates among area rental properties. Based on the preceding factors, we do not expect crime to have any adverse impact on the overall marketability of the subject property.

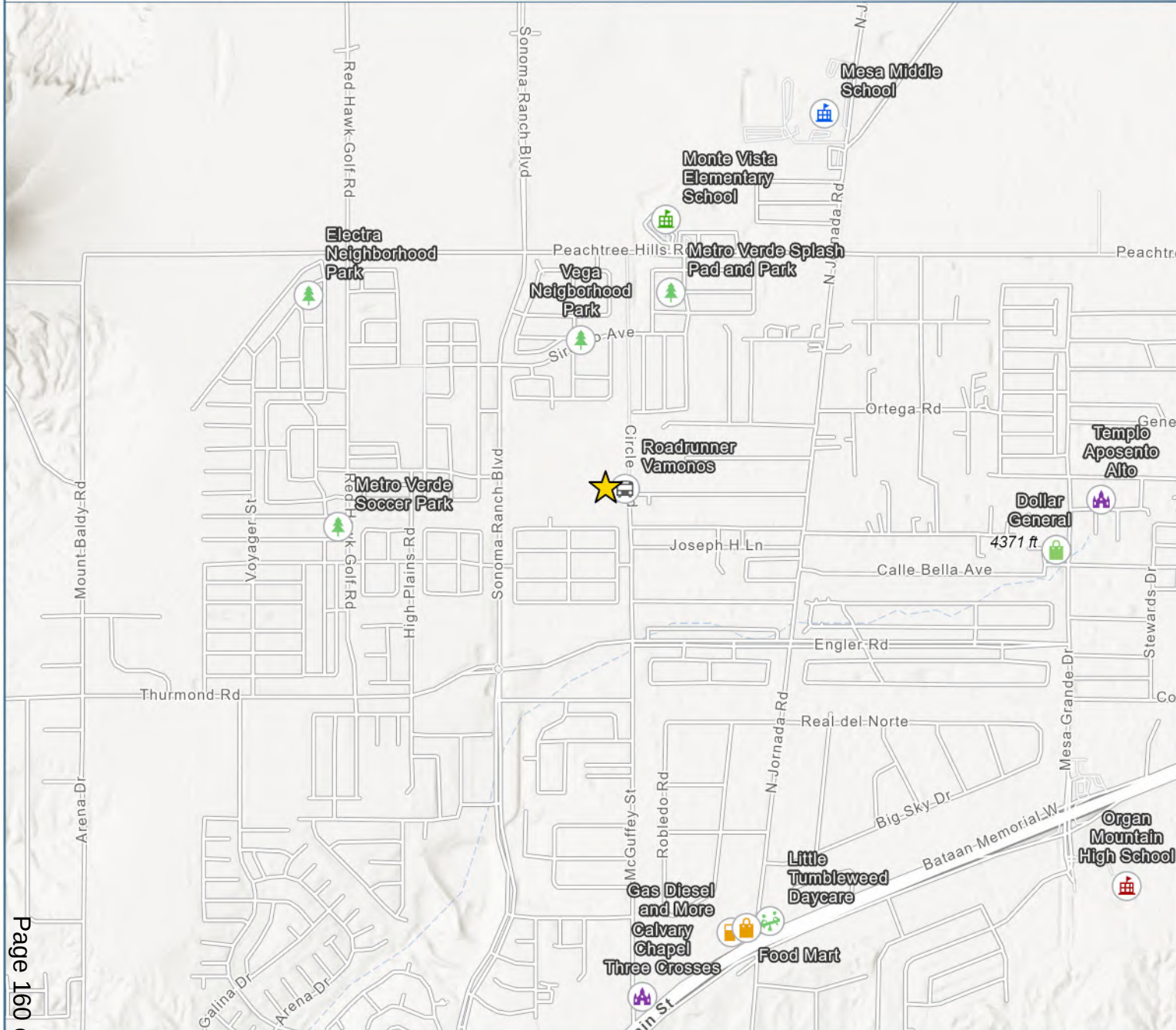
F. OVERALL SITE EVALUATION

The subject site location consists of an undeveloped parcel of land located at the intersection of Sonoma Ranch Boulevard and Central Avenue in Las Cruces, New Mexico. The site neighborhood is developing and notably contains numerous new, planned, proposed and under construction developments of single-family homes. This indicates that the residential component of the site neighborhood is expanding. Traffic patterns within the site neighborhood are moderate, and visibility of the site is considered good given that the subject project will be clearly visible from Sonoma Ranch Boulevard. Furthermore, the subject site will stand as the tallest structure in the immediate area further enhancing its visibility. Accessibility is also convenient, given the moderate area traffic patterns and the proximity of the site to various arterial roadways, including U.S. Highway 70. The site is within 4.0 miles of most essential community services, and demand-based transit is available through the Roadrunner Vamanos service. Overall, the subject site location is considered conducive to the proposed project and is expected to positively impact marketability.

Maps illustrating the location of community services and crime risk are on the following pages.

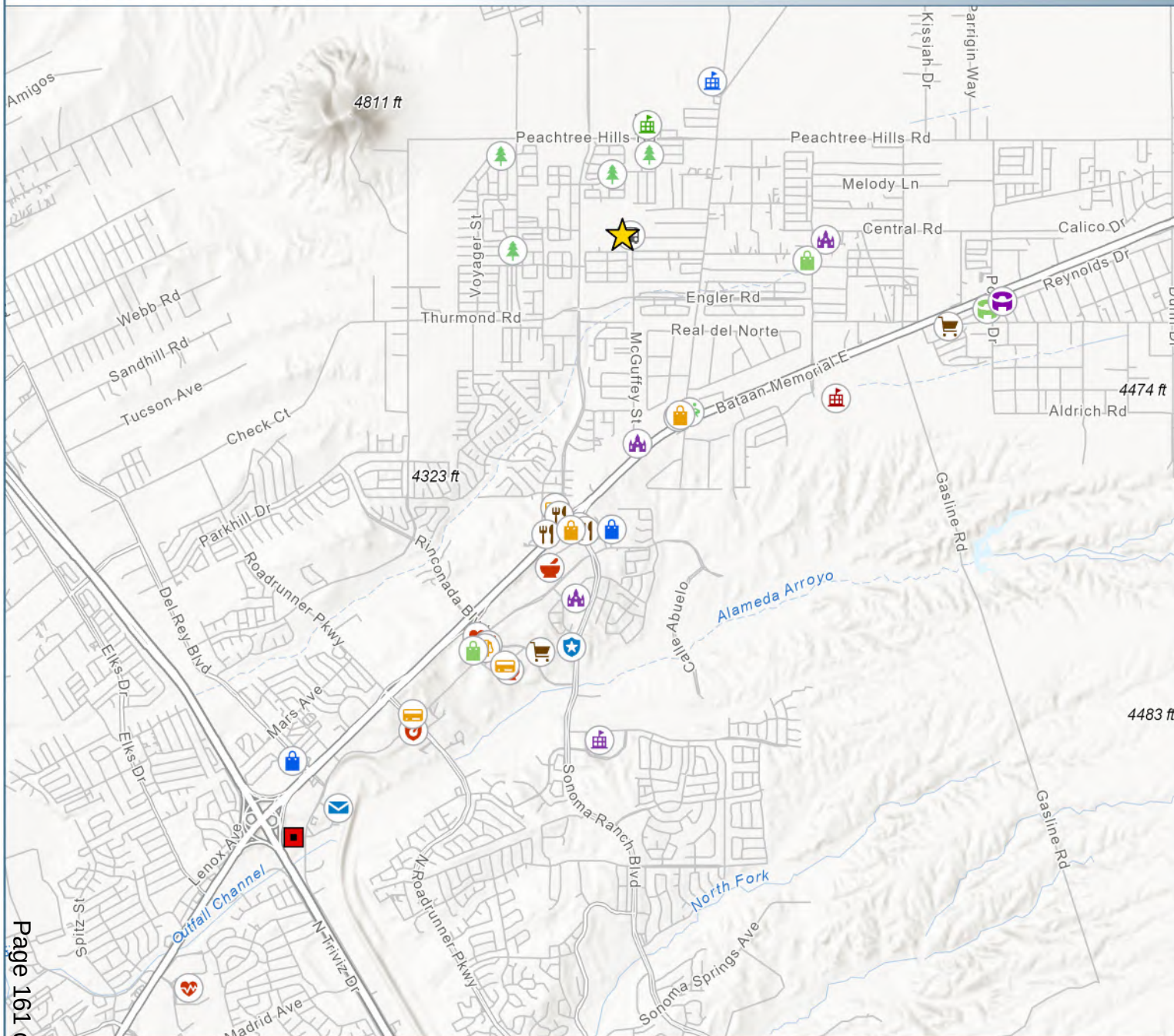
Community Services

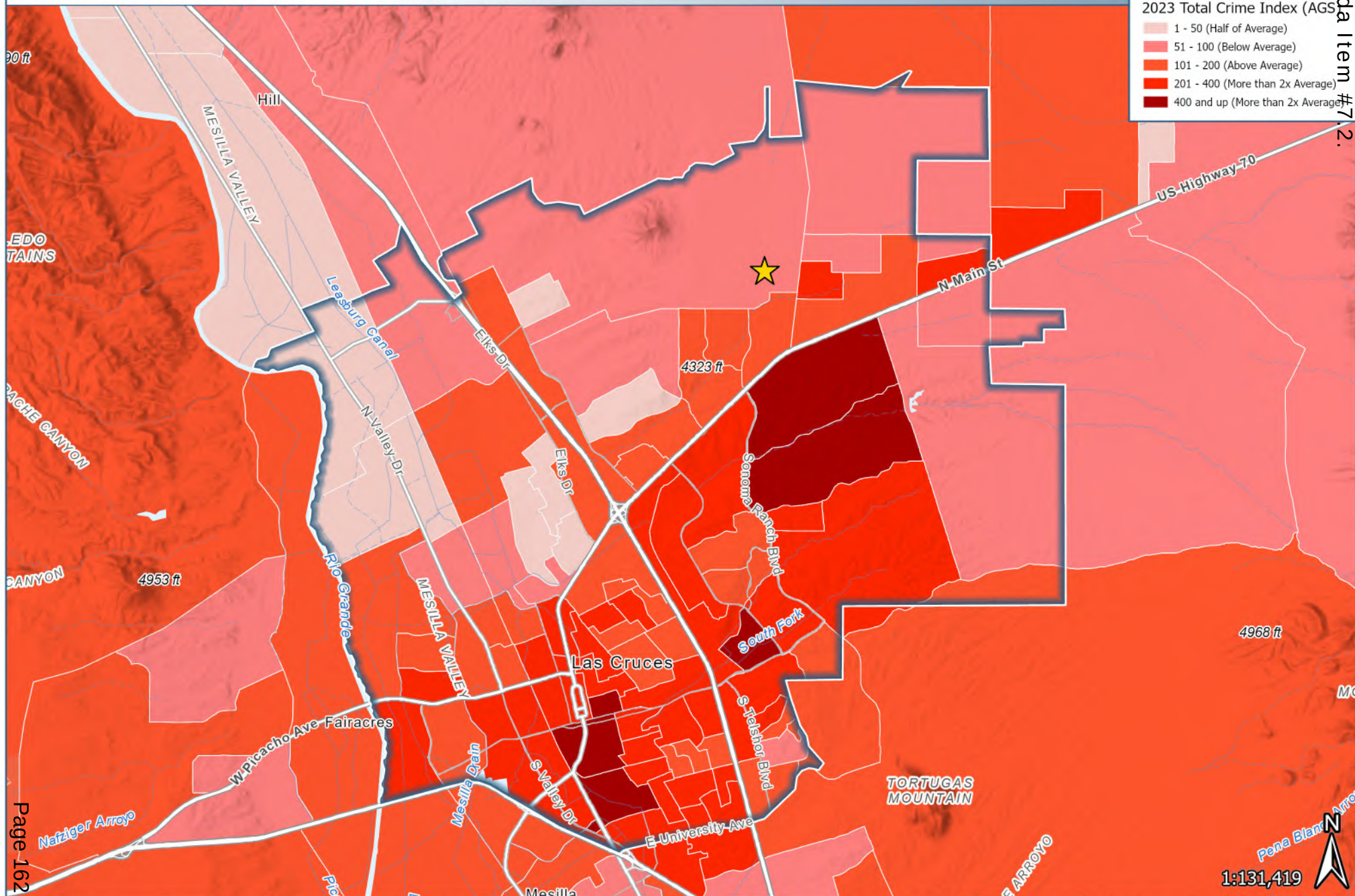
-  Gas Station
-  Public Bus Stop
-  Day Care
-  Schools, Elementary
-  Schools, Middle/Junior High
-  Schools, High
-  Park
-  Church
-  Convenience Store
-  Discount Department Store



Community Services

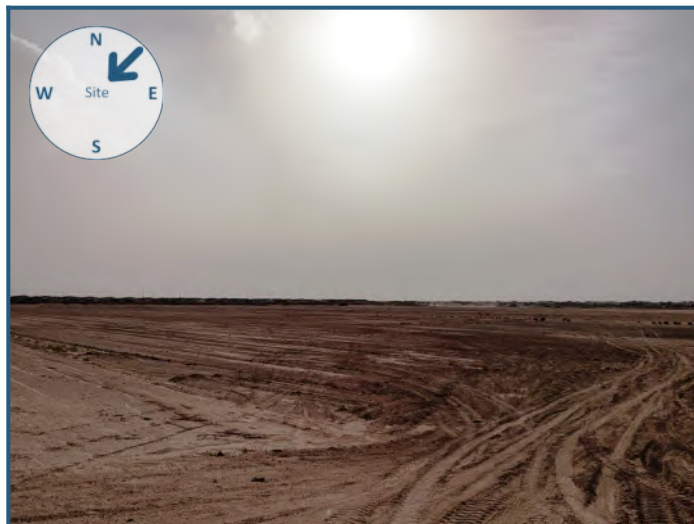
-  Major Employers/Employment Centers
-  Hospital/Medical Center
-  Police
-  Fire
-  Post Office
-  Pharmacy
-  Gas Station
-  Public Bus Stop
-  Bank
-  Day Care
-  Schools, Elementary
-  Schools, Middle/Junior High
-  Schools, High
-  Schools, College/University
-  Park
-  Recreational Facility
-  Senior Center
-  Community Center
-  Church
-  Restaurant
-  Grocery
-  Convenience Store
-  Discount Department Store
-  Shopping Center/Mall







View of site from the north



View of site from the northeast



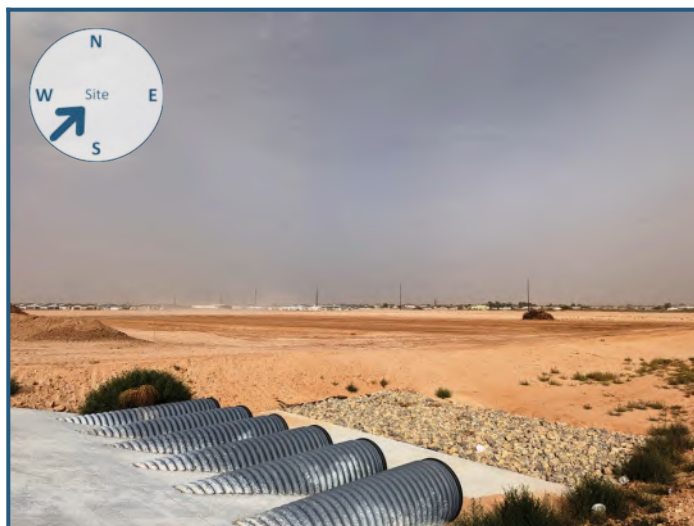
View of site from the east



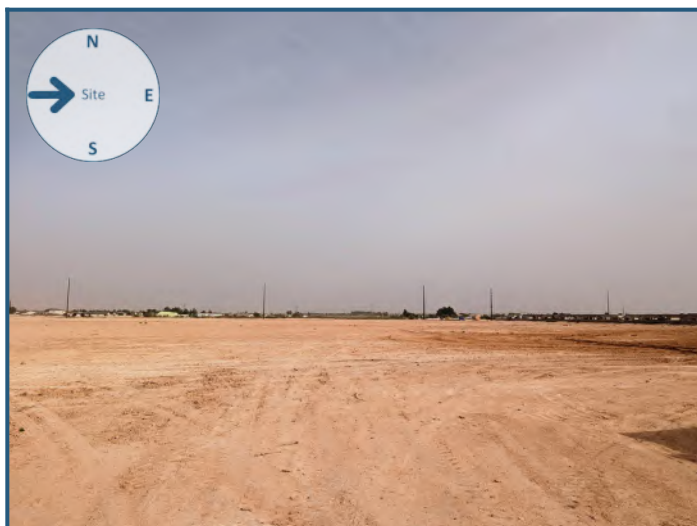
View of site from the southeast



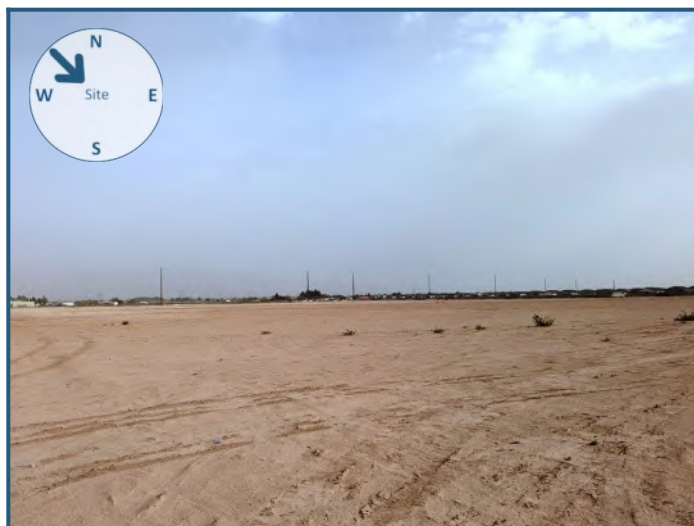
View of site from the south



View of site from the southwest



View of site from the west



View of site from the northwest



North view from site



Northeast view from site



East view from site



Southeast view from site



South view from site



Southwest view from site



West view from site



Northwest view from site



South view of Sonoma Ranch Boulevard



North view of Sonoma Ranch Boulevard



West view of Song Sparrow Road



East view of Song Sparrow Road

E. MARKET AREA DEFINITION

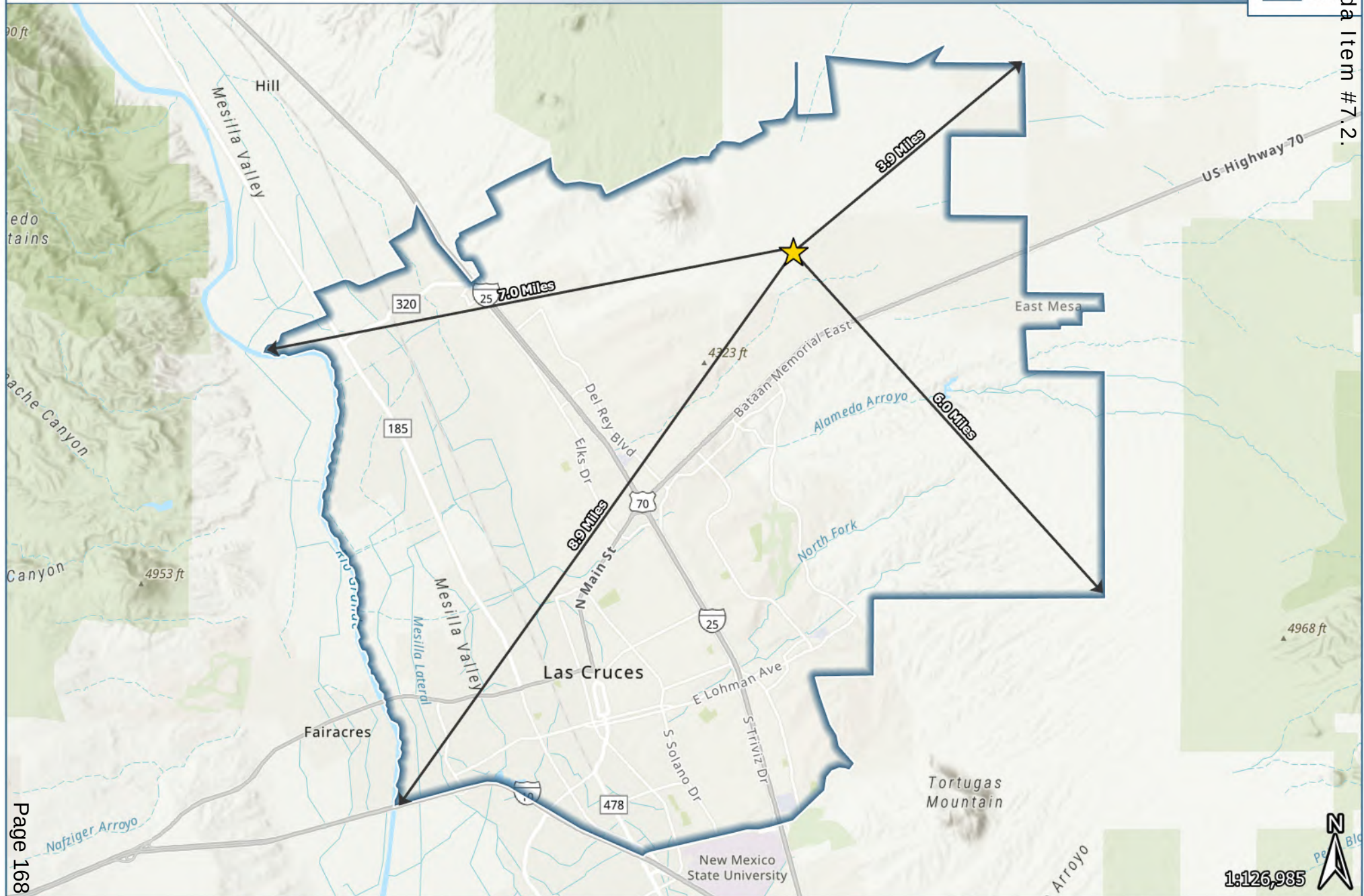
The Primary Market Area (PMA) is the geographical area from which the majority of support for the proposed development is expected to originate. The Las Cruces Site PMA was determined through interviews with area leasing and real estate agents and the personal observations of our analysts. The personal observations of our analysts include physical and/or socioeconomic differences in the market and a demographic analysis of the area households and population.

The Las Cruces Site PMA includes most incorporated portions of Las Cruces, all incorporated portions of San Ysidro and Doña Ana and some of the surrounding unincorporated areas of Doña Ana County. The boundaries of the Las Cruces Site PMA generally follow Shalem Colony Trail, North Valley Drive/State Route 185, Rancho Algodones Road, Pedro Madrid Road, Barela Drive, the Doña Ana incorporated limits, Del Rey Boulevard/Goat Hill Road, Desert Plum Road, La Reina Road, Eclipse Road, the boundary of the Organ Mountains Desert Peaks National Monument, the Red Hawk Golf Club, the Las Cruces city limits, North Jornada Road, County Road D066 and El Centro Road to the north; Holman Road, undeveloped land, Peachtree Hills Road, Cortez Road, Saromi Lane, Carjac Road and the Las Cruces city limits to the east; East University Avenue/Dripping Springs Road and Interstate 10 to the south; and the Rio Grande river to the west. All boundaries of the Site PMA are within 8.9 miles of the site.

- Liza Shaffer is the Property Manager of Montana Senior Village I & II, a competitive Tax Credit rental community in the Site PMA. Shaffer confirmed the boundaries of the Site PMA, stating that the majority of support for her property originates from within the boundaries of the PMA. Shaffer added that a notable portion of her property's tenants originate from out-of-state, as the climate of Las Cruces is desirable for many retirement-age seniors. Shaffer noted that seniors tend to seek housing near established roads, with most new housing development in the area occurring along U.S. Highway 70 to the northeast.
- Crystal (last name not given) is the Administrative Assistant for Omni Square Apartments, a market-rate rental community in the Site PMA. Crystal confirmed the boundaries of the Site PMA, stating that the proposed subject project would likely receive minimal support from outside the Site PMA, as the market is generally surrounded by rural areas. Crystal also noted that most new development in the area is encouraging residential growth in northeastern Las Cruces.

We recognize that the subject property will undoubtedly receive some support from areas beyond the Las Cruces Site PMA boundaries. However, this base of potential support is expected to be nominal and thus we have not considered any secondary market area in this report.

A map delineating the boundaries of the Site PMA is included on the following page.



F. Employment and Economy

1. EMPLOYMENT BY INDUSTRY

The labor force within the Las Cruces Site PMA is based primarily in four sectors. Health Care & Social Assistance (which comprises 22.6%), Retail Trade, Public Administration, and Accommodation & Food Services comprise nearly 60.5% of the Site PMA labor force. Employment in the Las Cruces Site PMA, as of 2024, was distributed as follows:

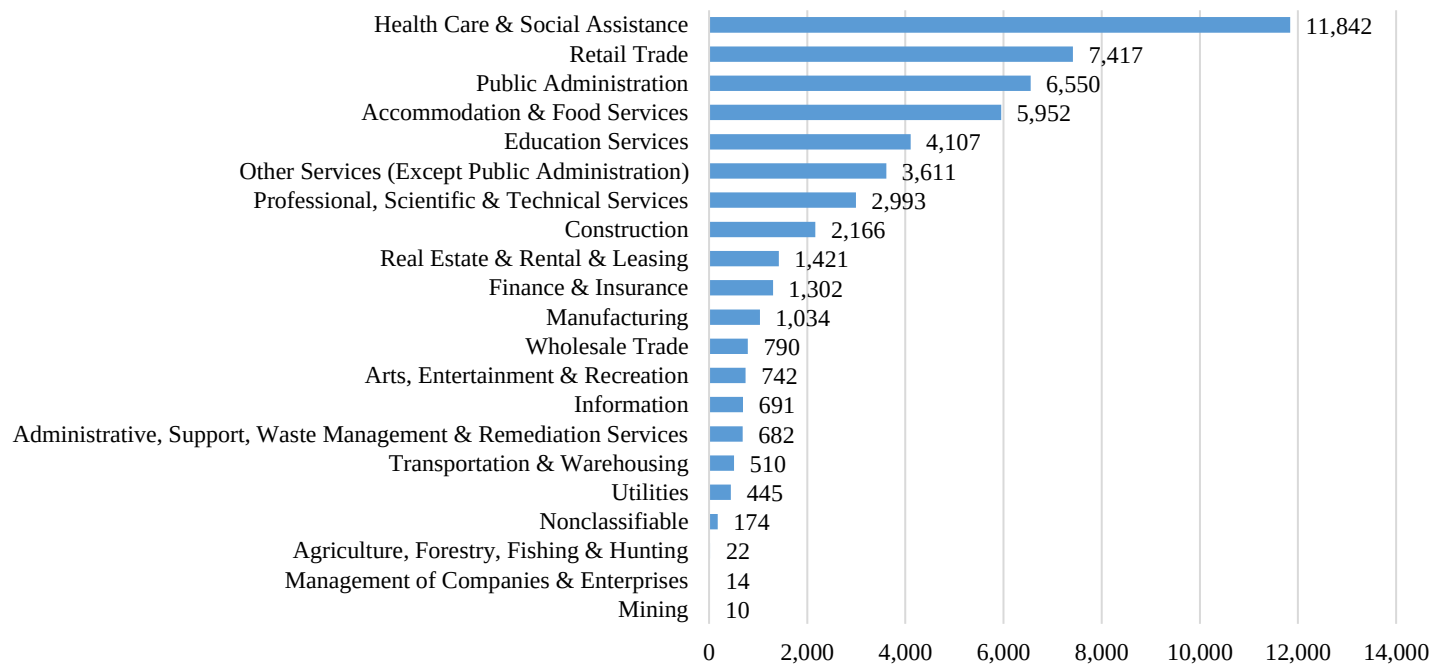
NAICS Group	Establishments	Percent	Employees	Percent	E.P.E.
Agriculture, Forestry, Fishing & Hunting	8	0.2%	22	< 0.1%	3
Mining	1	< 0.1%	10	< 0.1%	10
Utilities	8	0.2%	445	0.8%	56
Construction	258	6.7%	2,166	4.1%	8
Manufacturing	99	2.6%	1,034	2.0%	10
Wholesale Trade	92	2.4%	790	1.5%	9
Retail Trade	519	13.4%	7,417	14.1%	14
Transportation & Warehousing	51	1.3%	510	1.0%	10
Information	75	1.9%	691	1.3%	9
Finance & Insurance	218	5.6%	1,302	2.5%	6
Real Estate & Rental & Leasing	194	5.0%	1,421	2.7%	7
Professional, Scientific & Technical Services	329	8.5%	2,993	5.7%	9
Management of Companies & Enterprises	4	0.1%	14	< 0.1%	4
Administrative, Support, Waste Management & Remediation Services	96	2.5%	682	1.3%	7
Education Services	96	2.5%	4,107	7.8%	43
Health Care & Social Assistance	600	15.5%	11,842	22.6%	20
Arts, Entertainment & Recreation	79	2.0%	742	1.4%	9
Accommodation & Food Services	316	8.2%	5,952	11.3%	19
Other Services (Except Public Administration)	515	13.3%	3,611	6.9%	7
Public Administration	185	4.8%	6,550	12.5%	35
Nonclassifiable	127	3.3%	174	0.3%	1
Total	3,870	100.0%	52,475	100.0%	14

Source: Bowen National Research, ESRI, Census

E.P.E.- Average Employees Per Establishment

Note: Since this survey is conducted of establishments and not of residents, some employees may not live within the Site PMA; however, these employees are included in our labor force calculations because their places of employment are located within the Site PMA.

Total Employment by Industry



2. WAGES BY OCCUPATION

Typical wages by job category for the Las Cruces, New Mexico Metro Area (MSA) are compared with the state of New Mexico in the following table:

Typical Wage by Occupation Type		
Occupation Type	MSA	New Mexico
Management Occupations	\$55,342	\$65,957
Business And Financial Occupations	\$58,164	\$59,612
Computer And Mathematical Occupations	\$64,137	\$78,704
Architecture And Engineering Occupations	\$82,219	\$96,890
Community And Social Service Occupations	\$31,458	\$42,868
Art, Design, Entertainment, Sports, and Media Occupations	\$29,271	\$33,436
Healthcare Practitioners And Technical Occupations	\$64,229	\$68,317
Healthcare Support Occupations	\$15,599	\$21,709
Protective Service Occupations	\$68,162	\$50,579
Food Preparation And Serving Related Occupations	\$14,377	\$15,594
Building And Grounds Cleaning And Maintenance Occupations	\$18,943	\$22,516
Personal Care And Service Occupations	\$21,108	\$18,320
Sales And Related Occupations	\$21,602	\$26,893
Office And Administrative Support Occupations	\$28,554	\$32,690
Construction And Extraction Occupations	\$37,583	\$40,045
Installation, Maintenance And Repair Occupations	\$38,134	\$42,614
Production Occupations	\$32,574	\$35,436
Transportation Occupations	\$39,052	\$40,388
Material Moving Occupations	\$15,120	\$23,075

Source: U.S. Department of Labor, Bureau of Statistics

Most typical wages within the area are lower than those reported for the state of New Mexico. Nonetheless, there appears to be a good number of income-appropriate occupations in the area from which prospective tenants of the property could choose, when considering seniors still in the workforce.

3. **EMPLOYMENT AND UNEMPLOYMENT**

The ten largest employers within the Las Cruces/Doña Ana County area are summarized as follows:

Employer Name	Business Type	Total Employed
Memorial Medical Center	Education	1,000-4,999
New Mexico State University	Education	1,000-4,999
Mountain View Regional Medical Center	Healthcare	500-999
Walmart Supercenter	Retail	500-999
Keystone Consolidated Industries	Manufacturer	500-999
Addus Homecare	Healthcare	500-999
Physical Science Lab	Aerospace	500-999
City of Las Cruces	Government	250-499
American Refrigeration Supplies	Retail	250-499
Albertsons	Retail	100-250

Source: Data-Axle, 2023 (extracted 10/17/2024)

According to a representative with the Las Cruces Economic Development Department, the Las Cruces economy is improving. The following table summarizes some recent and/or ongoing economic development projects within Doña Ana County as of the time of this analysis.

Economic Development Activity			
Project Name	Investment	Job Creation	Scope of Work/Details
Burrell Aviation Cargo Facility	\$72 Million	1,300	Burrell Aviation announced plans to build a cargo aviation facility at the Doña Ana County Jetport. Construction began at the end of 2023, with estimated completion in late 2025.
WTEC Energy	\$2 Million	315	WTEC Energy redeveloped the former Alpo Food plant into a 68,000 square foot wind and solar manufacturing facility. Job expansion is expected through 2027.
Artico Cold Management LLC	\$30 Million	60	Artico Cold Management LLC announced in January 2022 that they will build a new 120,000 square foot facility for temperature-controlled agriculture warehouse at the Las Cruces Innovation and Industrial Park. In September 2024, Las Cruces City Council voted to seize \$600,000 awarded to the project after the company failed to produce promised jobs. The project is currently on hold.
New Mexico State University Soundstage Complex	\$15 Million	200	New Mexico State University (NMSU) announced plans for a new 36,400 square foot soundstage complex at NMSU’s Arrowhead Park for film and television productions. This project is estimated to break ground in the first quarter of 2025 and expected completion by January 2026.
Las Cruces Fire Station 3 Replacement Project	\$9.4 Million	N/A	Announced plans for a new 12,250 square foot station to be built adjacent to the current Fire Station 3. The new facility will include three apparatus bays, office space, a fitness room, and capacity for up to ten firefighters per shift as well as an exterior training yard and training tower. The project broke ground fall 2024 and is expected to be completed late 2026.

N/A- Not Available

Infrastructure:

The following table summarizes some recent and/or ongoing infrastructure projects within Doña Ana County as of the time of this analysis:

Project Name	Scope of Work	Status	Investment
Santa Teresa Jetport Runway Expansion	Santa Teresa Jetport reconstruction and runway expansion to accommodate larger, cargo-carrying planes.	ECD Unknown	\$20 million
Northern County Broadband Project	Ethos Broadband planning to expand broadband service to 1,600 homes and more than 120 businesses within Doña Ana County, from Salem to Radium Springs.	Announced October 2023; ECD spring 2026	\$16 million

ECD – Estimated Completion Date

WARN (layoff notices):

WARN Notices of large-scale layoffs/closures were reviewed on October 15, 2024, and according to the New Mexico Department of Workforce Solutions there has been one WARN notice reported for Doña Ana County over the past 12 months. This notice is summarized as follows.

WARN Notices				
Company	Location	Jobs	Notice Date	Effective Date
Galactic Co. & Galactic Enterprises, LLC	Las Cruces	73	11/8/2023	1/8/2024

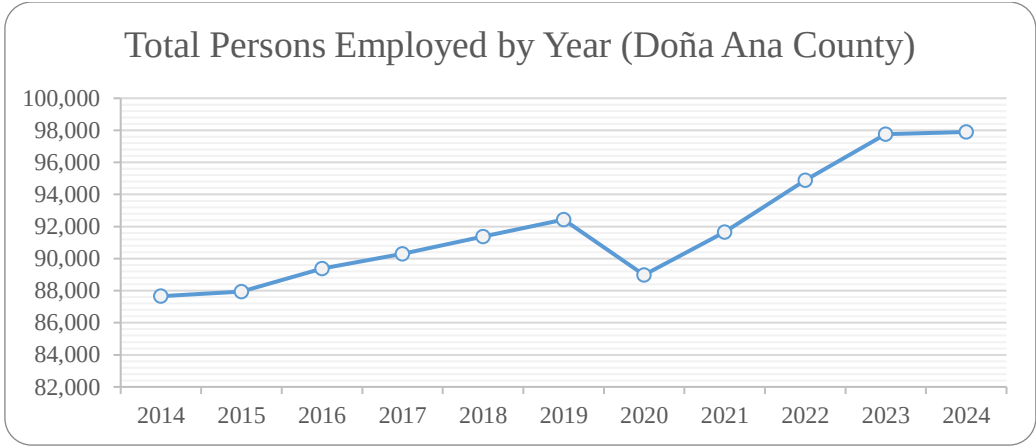
Employment/Unemployment Trends

The following tables were generated from the U.S. Department of Labor, Bureau of Labor Statistics and reflect employment trends of the county in which the site is located.

The following illustrates the total employment base for Doña Ana County, the state of New Mexico, and the United States. Total employment reflects the number of employed persons who live within the county.

Year	Total Employment					
	Doña Ana County		New Mexico		United States	
	Total Number	Percent Change	Total Number	Percent Change	Total Number	Percent Change
2014	87,658	-	870,570	-	146,800,000	-
2015	87,947	0.3%	876,206	0.6%	148,833,000	1.4%
2016	89,390	1.6%	880,515	0.5%	151,436,000	1.7%
2017	90,304	1.0%	890,988	1.2%	153,337,000	1.3%
2018	91,379	1.2%	898,360	0.8%	155,761,000	1.6%
2019	92,439	1.2%	908,397	1.1%	157,538,000	1.1%
2020	88,977	-3.7%	858,100	-5.5%	147,795,000	-6.2%
2021	91,646	3.0%	875,911	2.1%	152,581,000	3.2%
2022	94,887	3.5%	908,878	3.8%	158,291,000	3.7%
2023	97,763	3.0%	928,983	2.2%	161,037,000	1.7%
2024	97,897*	0.1%	931,415*	0.3%	161,340,000**	0.2%

Source: Bureau of Labor Statistics
*Through September 2024
**Through October 2024



As the preceding illustrates, the Doña Ana County employment base has increased each year since 2020. Specifically, the county employment base has increased by 8,920, or 10.0%, since 2020 (through September 2024). This outpaces employment growth within the state (8.5%) and nation (9.2%) during this same time period. Further, the employment base reported in September of 2024 exceeds pre-pandemic levels for the county.

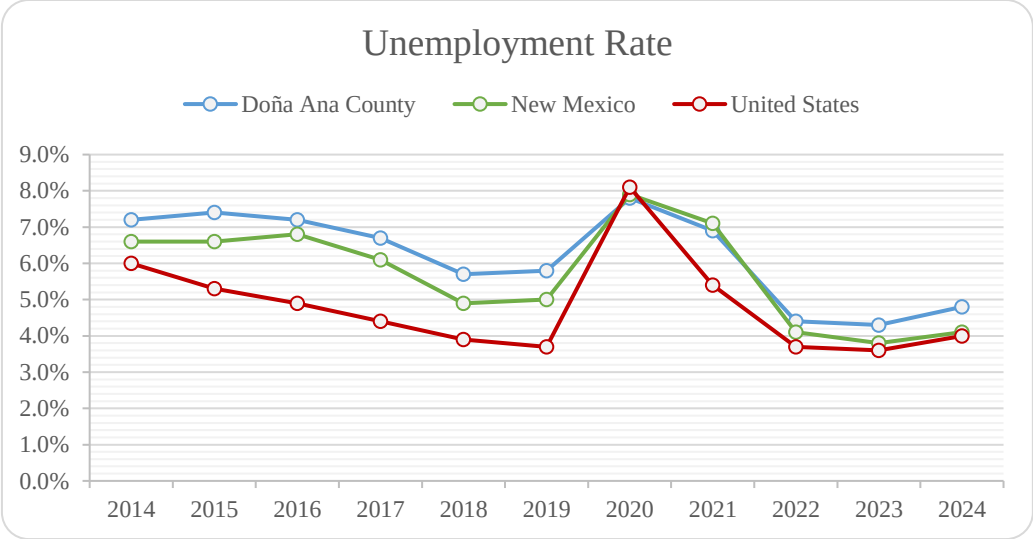
Unemployment rates for Doña Ana County, the state of New Mexico, and the United States are illustrated as follows:

Year	Total Unemployment					
	Doña Ana County		New Mexico		United States	
	Total Number	Percent of Workforce	Total Number	Percent of Workforce	Total Number	Percent of Workforce
2014	6,797	7.2%	61,380	6.6%	9,365,000	6.0%
2015	7,027	7.4%	62,094	6.6%	8,296,000	5.3%
2016	6,980	7.2%	63,730	6.8%	7,751,000	4.9%
2017	6,498	6.7%	57,593	6.1%	6,982,000	4.4%
2018	5,491	5.7%	46,576	4.9%	6,314,000	3.9%
2019	5,681	5.8%	47,401	5.0%	6,001,000	3.7%
2020	7,534	7.8%	73,399	7.9%	12,948,000	8.1%
2021	6,808	6.9%	66,509	7.1%	8,623,000	5.4%
2022	4,408	4.4%	38,533	4.1%	5,996,000	3.7%
2023	4,390	4.3%	36,261	3.8%	6,080,000	3.6%
2024	4,924*	4.8%	39,962*	4.1%	6,797,000**	4.0%

Source: Department of Labor, Bureau of Labor Statistics

*Through September 2024

**Through October 2024



The annual unemployment rate reported for the county through September of 2024 (4.8%) is three full percentage points lower than that reported in 2020 at the height of the pandemic. While this rate remains above both state and national levels, it is notably lower than pre-pandemic levels within the county.

At-place employment reflects the total number of jobs within the county regardless of the employee’s county of residence. The following illustrates the total at-place employment base for Doña Ana County.

At-Place Employment Doña Ana County			
Year	Employment	Change	Percent Change
2013	70,356	-	-
2014	70,732	376	0.5%
2015	70,746	14	< 0.1%
2016	71,699	953	1.3%
2017	71,077	-622	-0.9%
2018	72,730	1,653	2.3%
2019	73,391	661	0.9%
2020	70,038	-3,353	-4.6%
2021	71,488	1,450	2.1%
2022	74,756	3,268	4.6%
2023	77,684	2,928	3.9%

Source: Department of Labor, Bureau of Labor Statistics

Data for 2023, the most recent year that year-end figures are available, indicates at-place employment in Doña Ana County to be 79.5% of the total county employment base. This means that the county has a good share of employed persons that both live and work within the county. Also note that at-place employment has increased by more than 2.0% each of the past three years, having reached a ten-year high through 2023.

4. COMMUTING PATTERNS

The following is a distribution of commuting patterns for Site PMA workers age 16 and over:

Mode of Transportation	Workers Age 16+	
	Number	Percent
Drove Alone	39,990	77.3%
Carpooled	5,851	11.3%
Public Transit	219	0.4%
Walked	963	1.9%
Motorcycle	114	0.2%
Bicycle	392	0.8%
Other Means	508	1.0%
Worked at Home	3,700	7.2%
Total	51,737	100.0%

Source: Bowen National Research, ESRI

More than 77.0% of all workers drove alone, 11.3% carpooled, and 0.4% used public transportation.

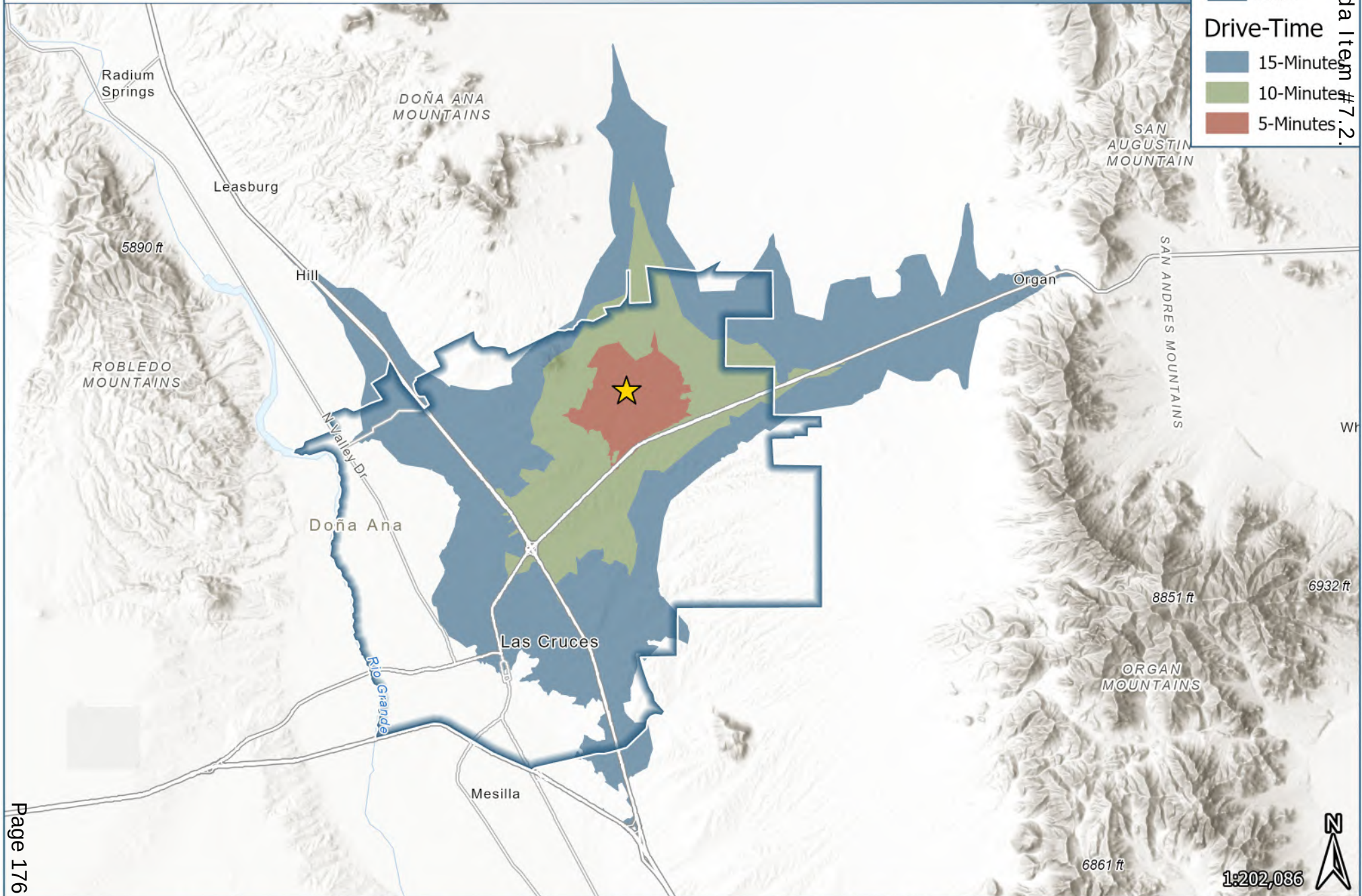
Typical travel times to work for Site PMA residents are illustrated as follows:

Travel Time	Workers Age 16+	
	Number	Percent
Less Than 15 Minutes	18,472	38.5%
15 – 29 Minutes	20,682	43.1%
30 – 44 Minutes	4,955	10.3%
45 – 59 Minutes	1,695	3.5%
60 + Minutes	2,231	4.6%
Total	48,035	100.0%

Source: Bowen National Research, ESRI

The largest share of area commuters has typical travel times to work ranging from 15 to 29 minutes. The subject site is within a 30-minute drive to most of the area's largest employers, which should contribute to its marketability among seniors still in the workforce.

A drive time map for the subject site is on the following page.



5. **ECONOMIC OVERVIEW**

The Doña Ana County economy has steadily improved since the impact of the pandemic in 2020, both in terms of total employment and unemployment rates. Notably, the county employment base has increased by more than 8,900, or 10.0%, since 2020 (through September of 2024). This outpaces employment growth within the state of New Mexico and the nation overall during this time period, in terms of the rate of change. The annual unemployment rate has also improved by three full percentage points since 2020 to a rate of 4.8% through September of 2024. Both total employment and unemployment rate figures reported for the county through September of 2024 are better than pre-pandemic levels reported for the county prior to 2020. These are good indications of the strength of the local economy and that the Doña Ana County economy has fully recovered from the impact of the pandemic, both in terms of total employment and unemployment rate levels. Considering the preceding factors and the various economic development projects planned for the area, we expect the Doña Ana County/Las Cruces economy will continue to improve for the foreseeable future.

G. Demographic Characteristics

1. DEMOGRAPHIC CHARACTERISTICS AND TRENDS

The following demographic data relates to the Site PMA. It is important to note that not all estimates/projections quoted in this section agree because of the variety of sources and rounding methods used. In most cases, the differences in the estimates/projections do not vary more than 1.0%.

The following reflects population and household trends projected to 2029.

	PMA		Doña Ana County		New Mexico		United States	
	Pop.	H.H.	Pop.	H.H.	Pop.	H.H.	Pop.	H.H.
2010 Census	108,375	42,716	209,233	75,532	2,059,211	791,403	308,745,527	116,716,290
2020 Census	120,562	48,770	219,561	82,366	2,117,522	829,514	331,449,281	126,817,580
# Change 2010-2020	12,187	6,054	10,328	6,834	58,311	38,111	22,703,754	10,101,290
% Change 2010-2020	11.2%	14.2%	4.9%	9.0%	2.8%	4.8%	7.4%	8.7%
2024 Estimated	124,798	51,358	225,575	86,372	2,129,661	845,697	338,440,954	130,716,571
# Change 2020-2024	4,236	2,588	6,014	4,006	12,139	16,183	6,991,673	3,898,991
% Change 2020-2024	3.5%	5.3%	2.7%	4.9%	0.6%	2.0%	2.1%	3.1%
2029 Projected	126,732	53,788	229,133	90,515	2,153,214	873,106	344,873,411	134,930,577
# Change 2024-2029	1,934	2,430	3,558	4,143	23,553	27,409	6,432,457	4,214,006
% Change 2024-2029	1.5%	4.7%	1.6%	4.8%	1.1%	3.2%	1.9%	3.2%

Source: 2010 & 2020 Census; ESRI; Bowen National Research
Pop - Population; H.H. - Households

Within the Las Cruces Site PMA, households increased by 6,054 (14.2%) between 2010 and 2020. Between 2020 and 2024, households increased by 2,588 or 5.3%. By 2029, there will be 53,788 households, an increase of 2,430 households, or 4.7% over 2024 levels. This is an increase of approximately 486 households annually over the next five years.

The Site PMA population bases by age are summarized as follows:

Population by Age	2020 (Census)		2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
19 & Under	31,438	26.1%	31,100	24.9%	29,584	23.3%	-1,516	-4.9%
20 to 24	9,856	8.2%	10,143	8.1%	9,838	7.8%	-305	-3.0%
25 to 34	17,520	14.5%	18,544	14.9%	19,125	15.1%	581	3.1%
35 to 44	14,376	11.9%	16,077	12.9%	16,803	13.3%	726	4.5%
45 to 54	12,399	10.3%	12,979	10.4%	13,833	10.9%	854	6.6%
55 to 64	14,070	11.7%	13,407	10.7%	12,579	9.9%	-828	-6.2%
65 to 74	12,095	10.0%	12,468	10.0%	12,906	10.2%	438	3.5%
75 & Older	8,810	7.3%	10,079	8.1%	12,064	9.5%	1,985	19.7%
Total	120,562	100.0%	124,798	100.0%	126,732	100.0%	1,934	1.5%

Source: Bowen National Research, ESRI, Census

As the preceding table illustrates, nearly 29.0% of the population is estimated to be age 55 and older in 2024. This is the primary age group of potential renters for the subject site and will likely represent a significant number of tenants.

The Site PMA household bases by age are summarized as follows:

Households by Age	2020 (Census)		2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under 25	3,493	7.2%	3,445	6.7%	3,296	6.1%	-149	-4.3%
25 to 34	8,263	16.9%	8,843	17.2%	9,169	17.0%	326	3.7%
35 to 44	7,841	16.1%	8,819	17.2%	9,280	17.3%	461	5.2%
45 to 54	7,056	14.5%	7,402	14.4%	7,945	14.8%	543	7.3%
55 to 64	8,550	17.5%	8,160	15.9%	7,694	14.3%	-466	-5.7%
65 to 74	7,840	16.1%	8,085	15.7%	8,446	15.7%	361	4.5%
75 & Older	5,728	11.7%	6,605	12.9%	7,958	14.8%	1,353	20.5%
Total	48,770	100.0%	51,358	100.0%	53,788	100.0%	2,430	4.7%

Source: Bowen National Research, ESRI, Census

Between 2024 and 2029, the greatest growth among household age groups is projected to be among the households ages 75 and older. Additionally, households ages 55 and older are projected to increase overall by 1,248 (5.5%) during this period. This growth is indicative of an increasing need for senior-oriented housing in the market.

Households by tenure are distributed as follows:

Tenure	2020 (Census)		2024 (Estimated)		2029 (Projected)	
	Number	Percent	Number	Percent	Number	Percent
Owner-Occupied	28,161	57.7%	32,333	63.0%	35,298	65.6%
Renter-Occupied	20,609	42.3%	19,025	37.0%	18,490	34.4%
Total	48,770	100.0%	51,358	100.0%	53,788	100.0%

Source: Bowen National Research, ESRI, Census

In 2024, homeowners occupied 63.0% of all occupied housing units, while the remaining 37.0% were occupied by renters.

Households by tenure for those age 55 and older in 2024 (estimated) and 2029 (projected) are distributed as follows:

Tenure 55+	2024 (Estimated)		2029 (Projected)	
	Number	Percent	Number	Percent
Owner-Occupied	16,932	74.1%	17,916	74.3%
Renter-Occupied	5,918	25.9%	6,182	25.7%
Total	22,850	100.0%	24,098	100.0%

Source: Bowen National Research, ESRI, Census

In 2024, senior homeowners occupied 74.1% of all occupied housing units, while the remaining 25.9% were occupied by renters. Notably, senior renter households are projected to increase by 264 (4.5%) between 2024 and 2029.

The household sizes by tenure within the Las Cruces Site PMA, based on the 2024 estimates and 2029 projections, were distributed as follows:

Persons per Owner Household	2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Households	Percent	Households	Percent	Households	Percent
1 Person	7,155	22.1%	7,349	20.8%	194	2.7%
2 Persons	11,653	36.0%	12,688	35.9%	1,035	8.9%
3 Persons	5,360	16.6%	6,022	17.1%	662	12.4%
4 Persons	4,997	15.5%	5,933	16.8%	936	18.7%
5+ Persons	3,168	9.8%	3,306	9.4%	138	4.3%
Total	32,333	100.0%	35,298	100.0%	2,965	9.2%

Source: Bowen National Research, ESRI, Census

Persons per Renter Household	2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Households	Percent	Households	Percent	Households	Percent
1 Person	7,672	40.3%	7,606	41.1%	-66	-0.9%
2 Persons	5,344	28.1%	5,196	28.1%	-148	-2.8%
3 Persons	2,366	12.4%	2,090	11.3%	-276	-11.7%
4 Persons	1,886	9.9%	1,854	10.0%	-32	-1.7%
5+ Persons	1,757	9.2%	1,744	9.4%	-13	-0.7%
Total	19,025	100.0%	18,490	100.0%	-535	-2.8%

Source: Bowen National Research, ESRI, Census

The household sizes by tenure for age 55 and older within the Las Cruces Site PMA, based on the 2024 estimates and 2029 projections, were distributed as follows:

Persons per Owner Household 55+	2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Households	Percent	Households	Percent	Households	Percent
1 Person	4,006	23.7%	3,980	22.2%	-26	-0.6%
2 Persons	6,760	39.9%	7,166	40.0%	406	6.0%
3+ Persons	6,166	36.4%	6,770	37.8%	604	9.8%
Total	16,932	100.0%	17,916	100.0%	984	5.8%

Source: Bowen National Research, ESRI, Census

Persons per Renter Household 55+	2024 (Estimated)		2029 (Projected)		Change 2024-2029	
	Households	Percent	Households	Percent	Households	Percent
1 Person	3,221	54.4%	3,424	55.4%	203	6.3%
2 Persons	1,904	32.2%	1,999	32.3%	95	5.0%
3+ Persons	793	13.4%	760	12.3%	-33	-4.2%
Total	5,918	100.0%	6,183	100.0%	265	4.5%

Source: Bowen National Research, ESRI, Census

The subject project will offer one- and two-bedroom units, which will generally be capable of accommodating up to two-person senior households. As such, the subject project will be able to accommodate the majority of senior renters in this market, based on household size.

The following tables demonstrate the share of substandard housing found in the Site PMA, based on the presence or absence of kitchen and bathroom facilities:

	Kitchen Characteristics			
	Owner-Occupied		Renter-Occupied	
	Number	Percent	Number	Percent
Complete Kitchen	26,935	99.9%	20,478	98.4%
Lacking Complete Kitchen	24	0.1%	335	1.6%
Total	26,959	100.0%	20,813	100.0%

Source: American Community Survey (2018-2022); ESRI; Bowen National Research

	Bathroom Characteristics			
	Owner-Occupied		Renter-Occupied	
	Number	Percent	Number	Percent
Complete Plumbing	26,927	99.9%	20,604	99.0%
Lacking Complete Plumbing	32	0.1%	209	1.0%
Total	26,959	100.0%	20,813	100.0%

Source: American Community Survey (2018-2022); ESRI; Bowen National Research

Based on the 2018-2022 ACS estimates, the percentage of owner- and renter-occupied housing with incomplete kitchen facilities was 0.1% and 1.6%, respectively, while 1.0% of renter-occupied housing had incomplete plumbing facilities compared with 0.1% of owner-occupied housing.

The following table illustrates the percentage of households that are living in crowded quarters, as defined by the presence of 1.01 or more occupants per room:

	Owner-Occupied		Renter-Occupied	
	Number	Percent	Number	Percent
1.0 Or Less Occupants Per Room	26,631	98.8%	19,328	92.9%
1.01 Or More Occupants Per Room	328	1.2%	1,485	7.1%
Total	26,959	100.0%	20,813	100.0%

Source: American Community Survey (2018-2022); ESRI; Bowen National Research

The number of renter-occupied housing units with 1.01 or more occupants per room and considered overcrowded was 7.1% of the households, compared with 1.2% of owner-occupied households. These are similar to the national averages of 6.2% and 1.8%, respectively.

Owner and renter cost as a percent of income is illustrated in the following table:

Housing Cost as Percentage of Income				
Percent of Income	Owner-Occupied		Renter-Occupied	
	Number	Percent	Number	Percent
Less than 10.0%	7,910	29.3%	357	1.7%
10.0% to 14.9%	4,770	17.7%	1,840	8.8%
15.0% to 19.9%	4,526	16.8%	1,818	8.7%
20.0% to 24.9%	2,644	9.8%	2,063	9.9%
25.0% to 29.9%	1,797	6.7%	1,867	9.0%
30.0% to 34.9%	1,429	5.3%	1,348	6.5%
35.0% to 39.9%	682	2.5%	1,604	7.7%
40.0% to 49.9%	892	3.3%	2,465	11.8%
50.0% or more	2,073	7.7%	5,852	28.1%
Not Computed	236	0.9%	1,601	7.7%
Total	26,959	100.0%	20,813	100.0%

Source: American Community Survey (2018-2022); ESRI; Bowen National Research

As the preceding illustrates, nearly half (47.7%) of all renter households pay more than 35.0% of their income towards housing costs, as compared to just 13.5% of owner households. Notably, more than one quarter (28.1%) of renter households in the market are considered severely cost-burdened, in that they pay 50.0% or more of their income towards housing costs. These are good indications of the need for affordable rental housing within the Site PMA.

2. **INCOME TRENDS**

The distribution of households by income within the Las Cruces Site PMA is summarized as follows:

Household Income	2020 (Census)		2024 (Estimated)		2029 (Projected)	
	Number	Percent	Number	Percent	Number	Percent
Less Than \$15,000	9,022	18.5%	7,346	14.3%	6,721	12.5%
\$15,000 - \$24,999	6,939	14.2%	5,984	11.7%	5,483	10.2%
\$25,000 - \$34,999	5,360	11.0%	4,630	9.0%	4,082	7.6%
\$35,000 - \$49,999	5,797	11.9%	5,454	10.6%	5,292	9.8%
\$50,000 - \$74,999	8,092	16.6%	8,451	16.5%	8,666	16.1%
\$75,000 - \$99,999	4,979	10.2%	6,664	13.0%	7,397	13.8%
\$100,000 - \$149,999	5,991	12.3%	7,107	13.8%	8,580	16.0%
\$150,000 & Higher	2,590	5.3%	5,722	11.1%	7,566	14.1%
Total	48,770	100.0%	51,358	100.0%	53,788	100.0%
Median Income	\$42,928		\$54,992		\$63,140	

Source: Bowen National Research, ESRI, Census

In 2024, the median household income is estimated to be \$54,992. By 2029, it is projected that the median household income will be \$63,140, an increase of 14.8% over 2024.

The distribution of households for age 55 and older by income within the Las Cruces Site PMA is summarized as follows:

Household Income 55+	2024 (Estimated)		2029 (Projected)	
	Number	Percent	Number	Percent
Less Than \$15,000	3,081	13.5%	2,920	12.1%
\$15,000 - \$24,999	2,335	10.2%	2,212	9.2%
\$25,000 - \$34,999	1,874	8.2%	1,671	6.9%
\$35,000 - \$49,999	2,377	10.4%	2,312	9.6%
\$50,000 - \$74,999	3,744	16.4%	3,800	15.8%
\$75,000 - \$99,999	3,035	13.3%	3,325	13.8%
\$100,000 - \$149,999	3,386	14.8%	3,977	16.5%
\$150,000 & Higher	3,019	13.2%	3,880	16.1%
Total	22,850	100.0%	24,098	100.0%
Median Income	\$61,742		\$69,299	

Source: Bowen National Research, ESRI

In 2024, the median household income is estimated to be \$61,742 for seniors aged 55 and older. By 2029, it is projected that the median senior household income will be \$69,299, an increase of 12.2% over 2024.

The following tables illustrate renter household income by household size for 2020, 2024, and 2029 for the Las Cruces Site PMA:

Renter Households	2020 (Census)					
	1-Person	2-Person	3-Person	4-Person	5+Person	Total
Less Than \$15,000	3,230	1,553	735	415	338	6,271
\$15,000 - \$24,999	1,810	1,275	753	366	411	4,615
\$25,000 - \$34,999	882	793	430	265	342	2,712
\$35,000 - \$49,999	839	650	374	225	232	2,320
\$50,000 - \$74,999	873	975	519	420	345	3,132
\$75,000 - \$99,999	166	184	50	111	18	529
\$100,000 - \$149,999	142	320	137	172	126	897
\$150,000 & Higher	36	35	33	21	10	135
Total	7,978	5,785	3,031	1,995	1,822	20,609

Source: ESRI, Bowen National Research

Renter Households	2024 (Estimated)					
	1-Person	2-Person	3-Person	4-Person	5+Person	Total
Less Than \$15,000	2,672	1,180	484	300	282	4,918
\$15,000 - \$24,999	1,695	1,096	562	299	389	4,041
\$25,000 - \$34,999	827	684	322	217	324	2,374
\$35,000 - \$49,999	859	611	305	202	240	2,217
\$50,000 - \$74,999	791	810	375	332	315	2,623
\$75,000 - \$99,999	592	604	142	346	64	1,748
\$100,000 - \$149,999	124	256	95	131	111	718
\$150,000 & Higher	112	102	82	58	33	387
Total	7,672	5,344	2,366	1,886	1,757	19,025

Source: ESRI, Bowen National Research

Renter Households	2029 (Projected)					
	1-Person	2-Person	3-Person	4-Person	5+Person	Total
Less Than \$15,000	2,510	1,057	397	264	260	4,487
\$15,000 - \$24,999	1,608	992	464	266	362	3,692
\$25,000 - \$34,999	759	598	257	186	291	2,091
\$35,000 - \$49,999	868	589	269	191	238	2,154
\$50,000 - \$74,999	851	832	352	335	333	2,703
\$75,000 - \$99,999	689	671	144	377	73	1,954
\$100,000 - \$149,999	163	321	109	161	143	896
\$150,000 & Higher	153	133	97	74	44	501
Total	7,606	5,196	2,090	1,854	1,744	18,478

Source: ESRI, Bowen National Research

The following tables illustrate renter household income by household size for ages 55 and older in 2020, 2024, and 2029 for the Las Cruces Site PMA:

Renter Households (55+)	2020 (Census)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	1,148	412	167	1,727
\$15,000 - \$24,999	710	379	198	1,287
\$25,000 - \$34,999	353	240	119	711
\$35,000 - \$49,999	336	219	94	650
\$50,000 - \$74,999	237	295	129	661
\$75,000 - \$99,999	179	176	48	403
\$100,000 - \$149,999	34	59	27	121
\$150,000 & Higher	22	24	28	73
Total	3,019	1,805	809	5,633

Source: 2020 Census, ESRI, Bowen National Research

Renter Households (55+)	2024 (Estimated)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	1,175	406	155	1,737
\$15,000 - \$24,999	733	377	184	1,294
\$25,000 - \$34,999	354	233	108	695
\$35,000 - \$49,999	367	229	92	688
\$50,000 - \$74,999	275	328	132	735
\$75,000 - \$99,999	228	212	52	493
\$100,000 - \$149,999	52	84	34	170
\$150,000 & Higher	35	36	36	107
Total	3,221	1,904	793	5,918

Source: 2020 Census, ESRI, Bowen National Research

Renter Households (55+)	2029 (Projected)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	1,191	393	137	1,721
\$15,000 - \$24,999	750	368	164	1,282
\$25,000 - \$34,999	351	219	93	663
\$35,000 - \$49,999	400	238	87	726
\$50,000 - \$74,999	320	363	133	816
\$75,000 - \$99,999	287	254	57	598
\$100,000 - \$149,999	73	113	42	229
\$150,000 & Higher	52	50	46	148
Total	3,424	1,999	760	6,182

Source: 2020 Census, ESRI, Bowen National Research

The following tables illustrate owner household income by household size for ages 55 and older in 2020, 2024, and 2029 for the Las Cruces Site PMA:

Owner Households (55+)	2020 (Census)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	917	324	199	1,440
\$15,000 - \$24,999	519	356	239	1,114
\$25,000 - \$34,999	467	436	396	1,299
\$35,000 - \$49,999	501	691	557	1,749
\$50,000 - \$74,999	574	1,236	1,178	2,989
\$75,000 - \$99,999	451	1,060	852	2,363
\$100,000 - \$149,999	428	1,162	1,164	2,754
\$150,000 & Higher	118	1,085	1,023	2,227
Total	3,974	6,351	5,609	15,934

Source: 2020 Census, ESRI, Bowen National Research

Owner Households (55+)	2024 (Estimated)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	861	298	185	1,344
\$15,000 - \$24,999	488	329	224	1,041
\$25,000 - \$34,999	427	391	361	1,179
\$35,000 - \$49,999	488	660	541	1,689
\$50,000 - \$74,999	585	1,231	1,192	3,009
\$75,000 - \$99,999	492	1,126	924	2,542
\$100,000 - \$149,999	507	1,334	1,374	3,216
\$150,000 & Higher	158	1,391	1,363	2,912
Total	4,006	6,760	6,166	16,932

Source: 2020 Census, ESRI, Bowen National Research

Owner Households (55+)	2029 (Projected)			
	1-Person	2-Person	3+Person	Total
Less Than \$15,000	774	259	166	1,199
\$15,000 - \$24,999	441	288	201	930
\$25,000 - \$34,999	369	328	311	1,008
\$35,000 - \$49,999	465	609	513	1,586
\$50,000 - \$74,999	590	1,204	1,190	2,984
\$75,000 - \$99,999	536	1,191	1,000	2,727
\$100,000 - \$149,999	600	1,530	1,618	3,748
\$150,000 & Higher	205	1,756	1,771	3,732
Total	3,980	7,166	6,770	17,916

Source: 2020 Census, ESRI, Bowen National Research

Data from the preceding tables is used in our demand estimates.

3. **BUILDING PERMIT DATA**

The following tables illustrate single-family and multifamily building permits issued within the city of Las Cruces and Doña Ana County for the most recent ten-year period available:

Housing Unit Building Permits for Las Cruces, NM:										
Permits	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Multifamily Permits	11	41	13	315	122	102	76	99	26	24
Single-Family Permits	287	372	418	478	527	584	737	763	685	549
Total Units	298	413	431	793	649	686	813	862	711	573

Source: SOCDS Building Permits Database at <http://socds.huduser.org/permits/index.html>

Housing Unit Building Permits for Doña Ana County:										
Permits	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Multifamily Permits	11	41	13	323	122	102	76	99	26	24
Single-Family Permits	606	719	757	803	843	876	1,033	1,239	1,079	837
Total Units	617	760	770	1,126	965	978	1,109	1,338	1,105	861

Source: SOCDS Building Permits Database at <http://socds.huduser.org/permits/index.html>

As the preceding tables illustrate, residential building permits issued within both Las Cruces and Doña Ana County increased overall between 2014 and 2021, prior to the lower level of building permit activity reported for 2022 and 2023.

4. **DEMOGRAPHIC SUMMARY AND CONCLUSIONS**

Overall, the population and household bases within the Las Cruces Site PMA have been increasing since 2010, with additional demographic growth projected through 2029. Notably, households ages 55 and older are projected to experience growth between 2024 and 2029, increasing by 1,248 (5.5%). Senior renter households are also projected to increase by 264 (4.5%) during this time. While low-income senior renters (generally those earning below \$35,000) within the market are projected to decline slightly during the same timeframe, they are still anticipated to represent nearly 60.0% of all senior renter households within the market in 2029. Overall, the demographic trends contained within this report demonstrate a generally stable base of potential support for the subject project.

H. Competitive Environment (Supply)

1. OVERVIEW OF RENTAL HOUSING

The distributions of the area housing stock within the Las Cruces Site PMA in 2020 and 2024, are summarized in the following table:

Housing Status	2020 (Census)		2024 (Estimated)	
	Number	Percent	Number	Percent
Total-Occupied	48,770	92.8%	51,358	92.8%
Owner-Occupied	28,161	57.7%	32,333	63.0%
Renter-Occupied	20,609	42.3%	19,025	37.0%
Vacant	3,809	7.2%	4,004	7.2%
Total	52,568	100.0%	55,362	100.0%

Source: 2020 Census, ESRI, Bowen National Research

Of the 55,362 total housing units in the market, 7.2% were estimated to be vacant. In 2024, it is estimated that homeowners occupy 63.0% of all occupied housing units, while the remaining 37.0% are occupied by renters.

Conventional Rentals

We identified and personally surveyed 32 conventional housing projects containing a total of 4,208 units within the Site PMA. This survey was conducted to establish the overall strength of the rental market and to identify those properties most comparable to the subject site. These rentals have a combined occupancy rate of 96.9%, a good rate for rental housing. Each rental housing segment surveyed is summarized in the following table.

Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
Market-rate	22	3,385	129	96.2%
Market-rate/Tax Credit	4	310	0	100.0%
Tax Credit	3	228	0	100.0%
Tax Credit/Government-Subsidized	1	80	0	100.0%
Market-rate/Tax Credit/Government-Subsidized	1	71	0	100.0%
Government-Subsidized	1	134	0	100.0%
Total	32	4,208	129	96.9%

All rental housing segments surveyed within the market are operating at good occupancy levels of 96.2% and above. In fact, no vacant units were identified among the affordable (Tax Credit and/or government-subsidized) units surveyed in the market. This indicates that affordable rental housing is in high demand within the Site PMA.

The following table summarizes the breakdown of market-rate and non-subsidized Tax Credit units surveyed within the Site PMA.

Market-rate						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Gross Rent
One-Bedroom	1.0	1,518	43.8%	54	3.6%	\$1,251
Two-Bedroom	1.0	609	17.6%	26	4.3%	\$1,281
Two-Bedroom	2.0	1,030	29.7%	41	4.0%	\$1,522
Two-Bedroom	2.5	44	1.3%	2	4.5%	\$1,398
Three-Bedroom	2.0	258	7.5%	6	2.3%	\$1,759
Three-Bedroom	2.5	4	0.1%	0	0.0%	\$2,474
Total Market-rate		3,463	100.0%	129	3.7%	-
Tax Credit, Non-Subsidized						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Gross Rent
Studio	1.0	30	6.4%	0	0.0%	\$614
One-Bedroom	1.0	148	31.4%	0	0.0%	\$658
Two-Bedroom	1.0	110	23.4%	0	0.0%	\$786
Two-Bedroom	2.0	32	6.8%	0	0.0%	\$875
Three-Bedroom	2.0	135	28.7%	0	0.0%	\$1,017
Four-Bedroom	2.0	16	3.4%	0	0.0%	\$1,023
Total Tax Credit		471	100.0%	0	0.0%	-

As the preceding table illustrates, the median gross Tax Credit rents are well below the corresponding median gross market-rate rents for similar unit types. As such, Tax Credit product within the market likely represents a substantial value to low-income renters.

We rated each property surveyed on a scale of "A" through "F". All non-subsidized properties were rated based on quality and overall appearance (i.e. aesthetic appeal, building appearance, landscaping and grounds appearance). Following is a distribution by quality rating, units and vacancies.

Market-rate			
Quality Rating	Projects	Total Units	Vacancy Rate
A-	1	97	0.0%
B+	11	1,748	4.6%
B	12	1,352	3.6%
B-	3	266	0.0%
Non-Subsidized Tax Credit			
Quality Rating	Projects	Total Units	Vacancy Rate
B	5	331	0.0%
B-	2	140	0.0%

As illustrated in the preceding table, most non-subsidized rental properties in the market are considered to be of good quality, based on the quality ratings assigned by our analyst. The subject project is expected to be of similar quality, which is expected to positively impact its marketability.

Government-subsidized

The government-subsidized projects (both with and without Tax Credits) surveyed in the Site PMA are summarized as follows.

Subsidized Tax Credit					
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant
One-Bedroom	1.0	80	57.1%	0	0.0%
Three-Bedroom	2.0	60	42.9%	0	0.0%
Total Subsidized Tax Credit		140	100.0%	0	0.0%
Government-Subsidized					
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant
One-Bedroom	1.0	18	13.4%	0	0.0%
Two-Bedroom	1.0	56	41.8%	0	0.0%
Two-Bedroom	1.5	10	7.5%	0	0.0%
Three-Bedroom	1.5	50	37.3%	0	0.0%
Total Subsidized		134	100.0%	0	0.0%

All subsidized projects surveyed in the market are 100.0% occupied with waiting lists. This indicates that pent-up demand exists in the market for housing targeting very low-income households.

Additional information regarding the Las Cruces Site PMA apartment market is found in Addendum B of this report.

Affordable Property Disclosure

In addition to the rental communities surveyed that offer affordable units (Tax Credit and/or government-subsidized), we identified additional existing affordable rental housing developments within the Las Cruces Site PMA. These properties, however, have been excluded from our survey due to differences in target population and/or management being unable/unwilling to participate in our survey. The known details of these additional affordable properties are summarized in the following table:

Project Name	Address	Total Units	Year Built/Renovated	Target Population
Alta Tierra	1500 E Madrid Ave.	57	1990	Family; Tax Credit
Chaparral Senior Housing	2350 Nevada Ave.	40	1992	Senior; Subsidized
Desert Hope Apts.	1310 Pecos St.	40	2021**	Homeless; Tax Credit & Subsidized
Highland Park Apts.	2013 S Triviz Dr.	50	1983 / 2007	Family/Disabled; Tax Credit & Subsidized
Jardin Verdes	1401 Burley Ct.	40	1970	Family; Subsidized
Jardines Allegres	Bon Burt Ln.	37	1971	Senior; Subsidized
Manzano Grand	450 W Picacho Ave.	21	1981 / 2001	Family; Subsidized
Mesquite Village	1851 N Mesquite St.	48	2004	Farm Worker; Tax Credit & Subsidized
Monte Vista Apts.	600 Colorado Ave.	32	1982	Family; Tax Credit
Paseo del Oro Apts.	4325 Paseo del Oro Cir.	24	2016	Farm Worker; Tax Credit & Subsidized
St. Genevieve's Village	1634 Mulberry Ave.	41	2003	Senior; Subsidized
Stone Mountain Place	930 E Boutz Rd.	42*	2007	Family; Tax Credit
Telshor	999 S Telshor Blvd.	53*	1972	Family; Subsidized

*Excludes market-rate units

**Adaptive-reuse year

As the preceding illustrates, all of the affordable properties which were unable to be surveyed are either government-subsidized, family and/or farm worker properties. As such, none of the units among these properties have been included in our penetration rate analysis illustrated later in Section I – *Affordability & Demand Analysis* of this report.

2. PIPELINE DEVELOPMENT

Based on interviews with local planning/building representatives who responded to our inquiries and extensive online research, it was determined there are several rental projects currently in the development pipeline within the Site PMA. The known details of these projects are summarized in the following table:

Project Name & Address	Type	Units	Developer	Status/Details
Pedrena Senior Apts. 801 E Farney Ln.	Tax Credit	80	Thomas Development Group	Under Construction: Allocated Tax Credits in 2023; Broke ground in March 2024; Three-story apartment building with 74 units and three duplexes with six units; 44 one- and 36 two-bedroom units targeting seniors (55+) earning up to 30% and 60% AMHI; ECD December 2025.
Three Sisters Apts. (AKA Tres Hermanas Apts.) 2245 Griggs Ave.	Tax Credit	70	Chelsea Investment Corporation & Catholic Charities Housing, Inc.	Under Construction: Allocated Tax Credits in 2022; Broke ground in February 2024; Targeting households earning up to 60% AMHI; 30 one-, 20 two- and 20 three-bedroom units; Amenities include a community room, laundry room, computer center, grilling area, dog park, and playgrounds; ECD summer or fall 2025.
Peachtree Canyon I & II 7081 N Jornada Rd.	Tax Credit	288	Thomas Development Group	Under Construction: Phase I allocated 4% Tax-Exempt Bonds in 2023; Approved in May 2024; Six (6) three-story buildings; 72 one-, 54 two- and 18 three-bedroom apartments; Will target households earning up to 60% AMHI; Phase II to add an additional 144 units (allocated 4% Tax-Exempt Bonds in 2024); Property will feature a community building with business center, swimming pool, playgrounds, picnic areas, walking paths and pickleball courts; Phase I broke ground October 2024, ECD January 2026; Developers anticipate closing Phase II in 2025, with construction to follow.
Eagle Ranch Estates (Map ID 10) 1775 N Roadrunner Pkwy.	Market-Rate	65	Not Available	Planned: Adding 65 units to existing property; Plans to break ground winter 2024; ECD summer 2025; No further information available.
Amador Crossing 1101 W Amador Ave.	Government-Subsidized	50	City of Las Cruces	Planned: Approved in 2022; Permanent supportive housing; Studio and one-bedroom apartments; Plans to start construction in January 2025; ECD unknown.
Three Crosses 180 Three Crosses Ave.	Market-Rate	96	Legacy Land	Proposed: No additional information was available at the time this report was issued.
Paseos Verdes 905 Campo St.	Tax Credit	200	Mesilla Valley Public Housing Authority	Proposed: Construction to be done in three phases; Workforce, senior & family housing units; Construction to begin 2025, though project has not been allocated Tax Credits at the time of analysis.

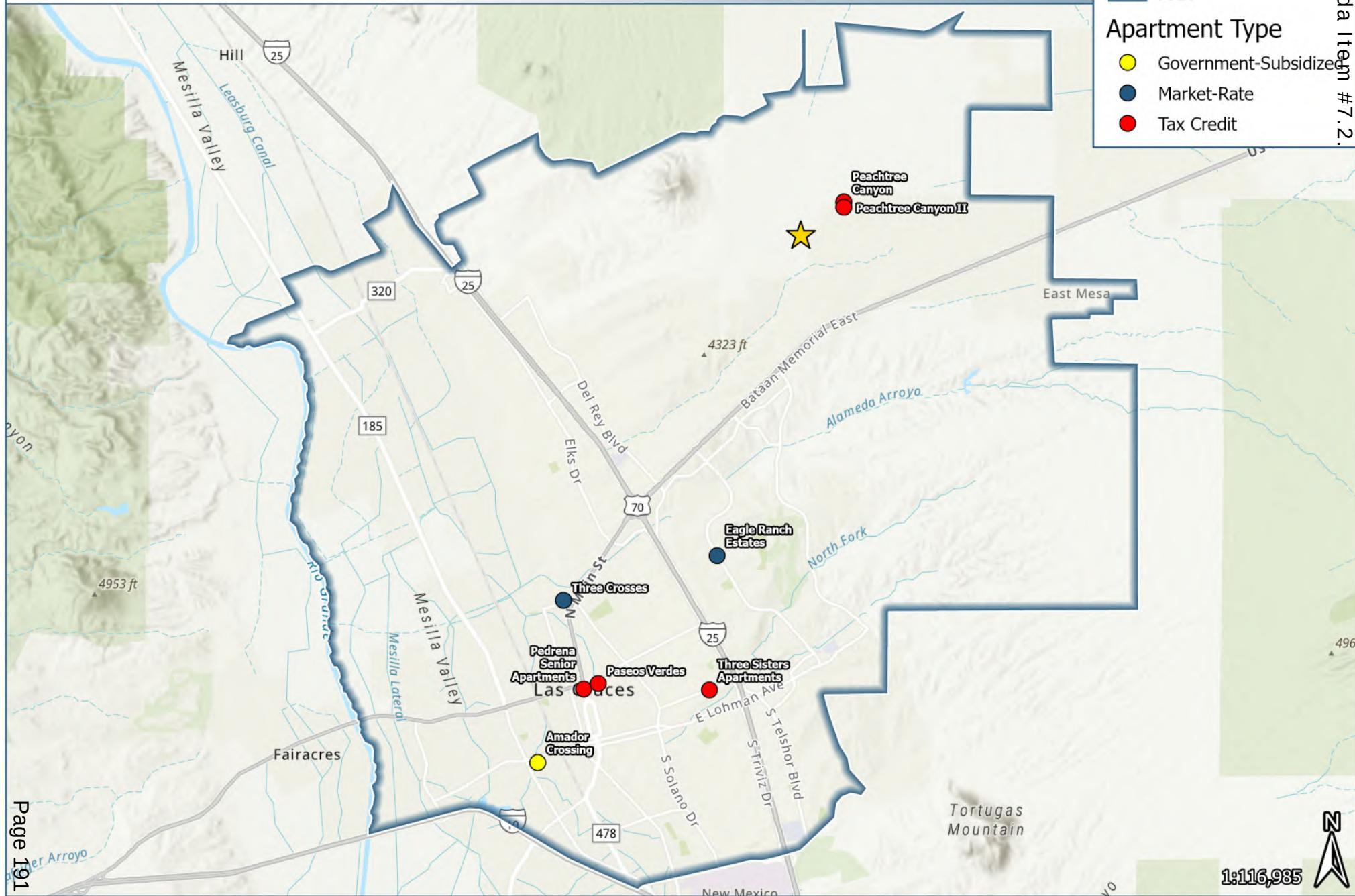
ECD – Estimated Completion Date

Of the projects in the development pipeline that have been allocated Tax Credits, Pedrena Senior Apartments will target senior (age 55+) households, similar to the subject site. Therefore, the 80 competitive units currently under construction for this project have been considered in our penetration rate analysis for the subject project.

A map depicting the location of all rental housing projects in the development pipeline in relation to the site is included on the following page.

Apartment Type

- Government-Subsidized
- Market-Rate
- Tax Credit



3. SURVEY OF COMPARABLE/COMPETITIVE AFFORDABLE PROPERTIES

The proposed subject property will offer one- and two-bedroom units targeting senior (age 55+) households earning up to 60% of Area Median Household Income (AMHI) under the Low-Income Housing Tax Credit (LIHTC) program. Within the Site PMA, we identified and surveyed three non-subsidized senior LIHTC properties that we have included in this comparable/competitive analysis. These LIHTC properties and the proposed subject development are summarized as follows. Information regarding property address, phone number, contact name and utility responsibility is included in the Field Survey of Conventional Rentals.

Map I.D.	Project Name	Year Built	Total Units	Occ. Rate	Distance to Site	Waiting List	Target Market
Site	Sonoma	2026	96	-	-	-	Seniors 55+; 60% AMHI
15	Mira Vista Senior Villas	2004	60*	100.0%	6.3 Miles	15 HH	Seniors 62+; 40%, 50%, & 60% AMHI
17	Montana Senior Village I	2000	48	100.0%	10.1 Miles	3-6 Months	Seniors 55+; 60% AMHI
18	Montana Senior Village II	2002	66*	100.0%	10.2 Miles	3-6 Months	Seniors 62+; 50% & 60% AMHI

OCC. – Occupancy

HH – Households

*Tax Credit units only

The three LIHTC projects have a combined occupancy rate of 100.0% and each maintains a waiting list, indicating that pent-up demand exists for senior LIHTC housing in the market. The subject project will be able to accommodate a portion of this unmet demand.

The gross rents for the competing projects and the proposed rents at the subject site, as well as their unit mixes and vacancies by bedroom are listed in the following table:

		Gross Rent/Percent of AMHI (Number of Units/Vacancies)		Rent Special
Map I.D.	Project Name	One-Br.	Two-Br.	
Site	Sonoma	\$795/60% (58)	\$954/60% (38)	-
15	Mira Vista Senior Villas	\$543/40% (10/0) \$675/50% (20/0) \$808/60% (30/0)	-	None
17	Montana Senior Village I	\$662/60% (24/0)	\$791/60% (24/0)	None
18	Montana Senior Village II	\$539/50% (22/0) \$654/60% (22/0)	\$649/50% (11/0) \$786/60% (11/0)	None

The proposed one-bedroom gross rent is similar to the rent being achieved for similar units at Mira Vista Senior Villas. While the proposed two-bedroom rent is above the rents for similar units at Montana Senior Village I and II, the pent-up demand reported throughout the market indicates that these projects are likely underachieving their rent potential to some degree. This is further evidenced by the fact that the one-bedroom/60% AMHI rent at Mira Vista Senior Villas is

above the two-bedroom/60% AMHI rents at Montana Senior Village I and II. The subject project will be at least 22 years newer than the competitive supply and will offer larger unit sizes (square footage) with a superior amenities package, which will contribute to the rent potential of the subject project. As illustrated later in this analysis, the subject rents will also represent good values relative to similar unrestricted market-rate product in the area. Given the preceding factors, the proposed subject rents are considered appropriately positioned.

The following table identifies the competitive LIHTC properties that accept Housing Choice Vouchers as well as the approximate number of units occupied by residents utilizing Housing Choice Vouchers:

Map I.D.	Project Name	Total Units	Number of Vouchers	Share of Vouchers
15	Mira Vista Senior Villas	60*	30	50.0%
17	Montana Senior Village I	48	25	52.1%
18	Montana Senior Village II	66*	40	60.6%
Total		174	95	54.6%

*Tax Credit units only

As the preceding table illustrates, there are a total of approximately 95 voucher holders residing at the comparable LIHTC properties within the market. This comprises 54.6% of the 174 total non-subsidized LIHTC units, which is considered a higher share of voucher support. Given that the proposed subject gross rents are below the local payment standards (as illustrated in Section K), this is a good indication that the subject project will likely receive some component of support from voucher holders. Regardless, given that nearly half (45.4%) of tenants are paying the quoted rent amounts, the gross rents at these properties are considered achievable and will serve as a good base of comparison for the subject project.

The unit sizes (square footage) and number of bathrooms included in each of the competitive LIHTC unit types offered in the market are compared with the subject development in the following tables:

		Square Footage	
Map I.D.	Project Name	One-Br.	Two-Br.
Site	Sonoma	708	943
15	Mira Vista Senior Villas	608	-
17	Montana Senior Village I	602	824
18	Montana Senior Village II	602	824

		Number of Baths	
Map I.D.	Project Name	One-Br.	Two-Br.
Site	Sonoma	1.0	1.0
15	Mira Vista Senior Villas	1.0	-
17	Montana Senior Village I	1.0	1.0
18	Montana Senior Village II	1.0	1.0

The proposed development will offer the largest senior LIHTC unit sizes (square footage) in the market and will be identical to the competitive supply based on bathroom availability. This will position the subject project at a competitive advantage and contribute to its rent potential.

The following table compares the amenities of the subject development with the comparable LIHTC projects in the market.

Tax Credit Unit Amenities by Map ID

		Site* ♦	15 ♦	17 ♦	18 ♦
Appliances	Dishwasher	X	X		X
	Disposal	X	X		X
	Microwave	X			S
	Range	X	X	X	X
	Refrigerator	X	X	X	X
	W/D Hookup	X			
	W/D	X			
	No Appliances				
Unit Amenities	AC-Central	X	X	X	X
	AC-Other				
	Balcony/ Patio/ Sunroom	X			
	Basement				
	Ceiling Fan	X			
	Controlled Access		X		
	E-Call System				
	Furnished				
	Walk-In Closet	X			
	Window Treatments	X	X	X	X
Flooring	Carpet		X	X	X
	Ceramic Tile				
	Hardwood				
	Finished Concrete				
	Composite/Vinyl/Laminate	X	X	X	X
Upgraded	Premium Appliances				
	Premium Countertops				
	Premium Cabinetry				
	Premium Fixtures				
	High/Vaulted Ceilings				
	Oversized Windows				
Parking	Attached Garage				
	Detached Garage				
	Street Parking				
	Surface Lot	X	X	X	X
	Carport	O			
	Property Parking Garage				
	No Provided Parking				

♦ - Senior Property

* Proposed Site(s): Sonoma

X = All Units, S = Some Units, O = Optional with Fee

** Details in Comparable Property Profile Report

Continued on Next Page

Tax Credit Property Amenities by Map ID

	Site* ♦	15 ♦	17 ♦	18 ♦
	X		X	X
	X			
Community	X	X	X	X
	X	X	X	X
Recreation	X	X		
	X	X		
	X	X	S	X
		X	X	X
	X	X	X	X
	X			
Security			X	X
			X	X
	X			

♦ - Senior Property

* Proposed Site(s): Sonoma

X = All Units, S = Some Units, O = Optional with Fee

** Details in Comparable Property Profile Report

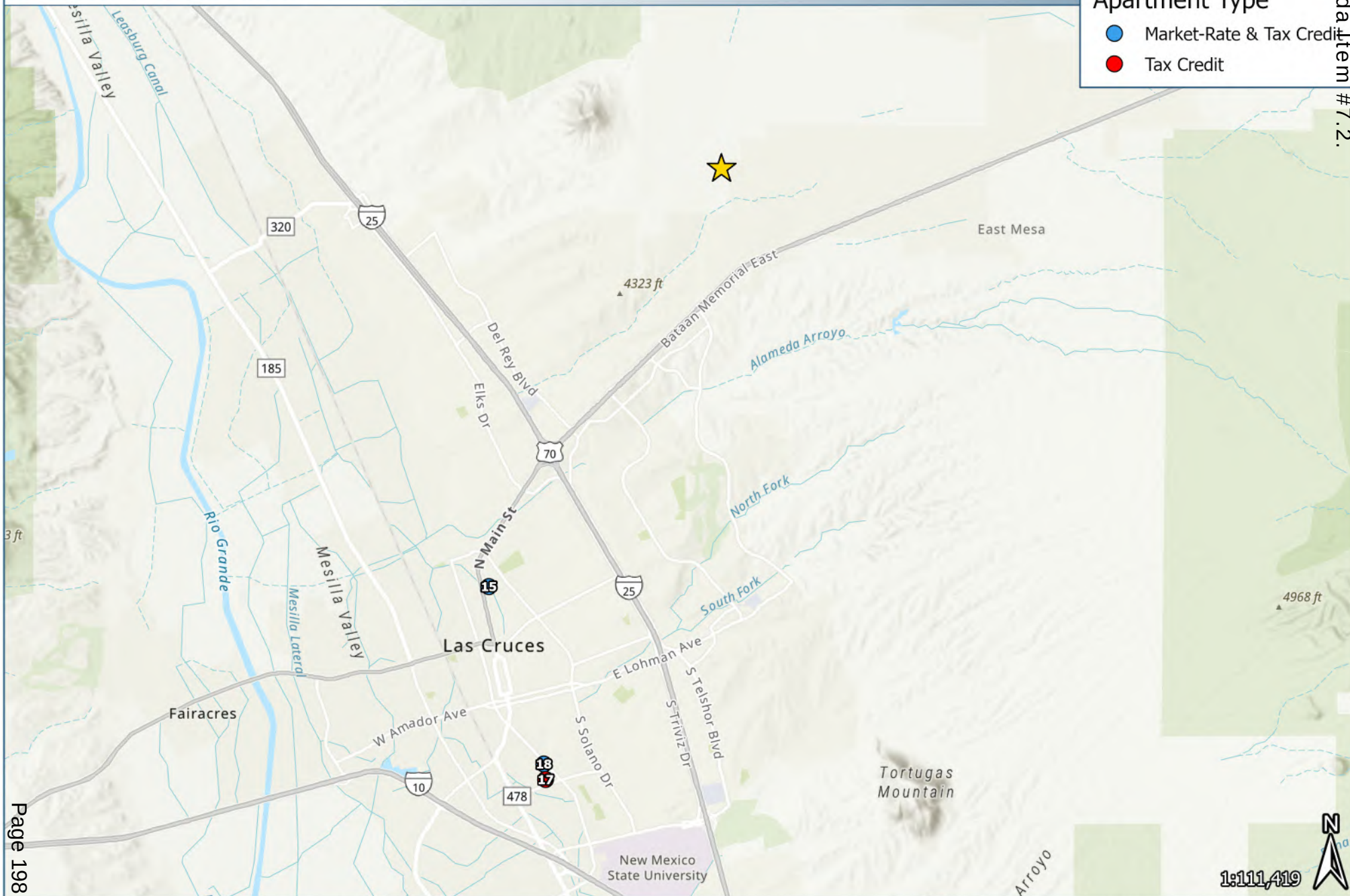
As the preceding tables illustrate, the subject project will offer a generally superior amenities package relative to the competition. Notably, the subject project will offer washer/dryer appliances and microwaves in all units. These are considered premium features, which will position the project at a competitive advantage and positively impact its rent potential. The subject project will also offer numerous community amenities considered conducive to the target population of low-income seniors, including (but not limited to) a multipurpose room, computer center, fitness center and walking paths.

Comparable Tax Credit Summary

The three competitive LIHTC projects have a combined occupancy rate of 100.0% and each maintains a waiting list, indicating that pent-up demand exists for senior LIHTC product within the market. While the subject one-bedroom units will be competitively positioned among these properties in terms of price point (gross rent), the subject two-bedroom units will be the highest-priced senior LIHTC units in the market. However, it is important to note that the subject project will be at least 22 years newer than the competitive supply, offering superior unit sizes (square footage) and amenities. These features are expected to create a competitive advantage for the property within the Site PMA and contribute to its rent potential. Further, the pent-up demand at the comparable properties indicate that the projects offering two-bedroom units are likely underachieving their rent potential to some degree. Considering the preceding factors, the subject project is considered competitive within the Las Cruces LIHTC rental market.

Note that representatives of Bowen National Research interviewed management/leasing agents at each comparable LIHTC property. Despite our requests, these representatives were unable or unwilling to provide information regarding their property's operating expenses, average tenant ages, household sizes and frequency of previous homeownership. Further, operating expense data was not provided/available for the subject project.

A map depicting the location of the comparable LIHTC properties in relation to the subject site, followed by one-page comparable property profiles of each property, are included on the following pages.



15

Mira Vista Senior Villas

6.3 miles to site



Address: 2141 N Solano Dr, Las Cruces, NM 88001
Phone: (575) 647-8444 Contact: Shelene
Property Type: Market Rate, Tax Credit
Target Population: Senior 62+
Total Units: 76 Year Built: 2004
Vacant Units: 0 *AR Year:
Occupancy: 100.0% Yr Renovated:
Turnover: Stories: 3 (w/Elev)
Waitlist: 15 HH
Rent Special: None

Ratings
Quality: B
Neighborhood: C+
Access/Visibility: B/B

Notes: Tax Credit (60 units); Market-rate (16 units)



Features And Utilities

Utility Schedule Provided by: Mesilla Valley Housing Authority
Utility Type & Responsibility: Landlord pays Water, Sewer, Trash

Unit Amenities: Dishwasher; Disposal; Range; Refrigerator; Central AC; Controlled Access; Window Treatments; Flooring (Carpet, Composite/Vinyl/Laminate)

Property Amenities: Multipurpose Room, Community Kitchen, Clubhouse/Community Room; Salon; Elevator; Laundry Room; On-Site Management; Recreation Areas (Fitness Center, Library)

Parking Type: Surface Lot

Unit Configuration

Beds	Baths	Type	Units	Vacant	Sq Ft	\$ / Sq Ft	Collected Rent	AMHI
1	1	G	10	0	608	\$0.79	\$482	40%
1	1	G	20	0	608	\$1.01	\$614	50%
1	1	G	30	0	608	\$1.23	\$747	60%
1	1	G	16	0	608	\$1.32	\$800	Market

*Adaptive Reuse *DTS is based on drive time

17

Montana Senior Village I

10.1 miles to site



Address: 370 & 305 Montana Ave, Las Cruces, NM 88005
Phone: (575) 647-0918 Contact: Liza (In Person)
Property Type: Tax Credit
Target Population: Senior 55+
Total Units: 48 Year Built: 2000 Ratings
Vacant Units: 0 *AR Year: Quality: B
Occupancy: 100.0% Yr Renovated: Neighborhood: B
Turnover: Stories: 1,2,3 (w/Elev) Access/Visibility: B/B
Waitlist: 3-6 mos
Rent Special: None

Notes: Tax Credit

Features And Utilities

Utility Schedule Provided by: Mesilla Valley Housing Authority
Utility Type & Responsibility: Landlord pays Water, Sewer, Trash

Unit Amenities: Range; Refrigerator; Central AC; Window Treatments; Flooring (Carpet, Composite/Vinyl/Laminate)

Property Amenities: Business Center (Computer/Business Center); Multipurpose Room, Community Kitchen, Clubhouse/Community Room; Elevator; Laundry Room; On-Site Management; Recreation Areas (Library); CCTV, Courtesy Officer

Parking Type: Surface Lot

Unit Configuration

Beds	Baths	Type	Units	Vacant	Sq Ft	\$ / Sq Ft	Collected Rent	AMHI
1	1	G	24	0	602	\$0.99	\$596	60%
2	1	G	24	0	824	\$0.86	\$709	60%

*Adaptive Reuse *DTS is based on drive time

18 Montana Senior Village II

10.2 miles to site



Address: 355 Montana Ave., Las Cruces, NM 88005
 Phone: (575) 647-0918 Contact: Liza (In Person)
 Property Type: Market Rate, Tax Credit
 Target Population: Senior 62+
 Total Units: 90 Year Built: 2002
 Vacant Units: 0 *AR Year:
 Occupancy: 100.0% Yr Renovated:
 Turnover: Stories: 3 (w/Elev)
 Waitlist: 3-6 mos
 Rent Special: None

Ratings

Quality: B
 Neighborhood: B
 Access/Visibility: B/B

Notes: Tax Credit (66 units); Market-rate (24 units)

Features And Utilities

Utility Schedule Provided by: Mesilla Valley Housing Authority
 Utility Type & Responsibility: Landlord pays Water, Sewer, Trash

Unit Amenities: Dishwasher; Disposal; Microwave; Range; Refrigerator; Central AC; Window Treatments; Flooring (Carpet, Composite/Vinyl/Laminate)

Property Amenities: Business Center (Computer/Business Center); Multipurpose Room, Community Kitchen, Clubhouse/Community Room; Elevator; Laundry Room; On-Site Management; Recreation Areas (Library); CCTV, Courtesy Officer

Parking Type: Surface Lot

Unit Configuration

Beds	Baths	Type	Units	Vacant	Sq Ft	\$ / Sq Ft	Collected Rent	AMHI
1	1	G	22	0	602	\$0.80	\$481	50%
1	1	G	22	0	602	\$0.99	\$596	60%
1	1	G	16	0	602	\$1.16	\$699	Market
2	1	G	11	0	824	\$0.69	\$572	50%
2	1	G	11	0	824	\$0.86	\$709	60%
2	1	G	8	0	824	\$0.97	\$799	Market

4. **IMPACT ON EXISTING HOUSING**

The anticipated occupancy rates of the existing comparable LIHTC properties surveyed in the Site PMA during the first year of occupancy at the subject site are illustrated below:

Map I.D.	Project	Current Occupancy Rate	Anticipated Occupancy Rate Through 2026
15	Mira Vista Senior Villas	100.0%	95.0% +
17	Montana Senior Village I	100.0%	95.0% +
18	Montana Senior Village II	100.0%	95.0% +

As detailed throughout this section of the report and again illustrated in the preceding table, the existing comparable LIHTC projects in the market are 100.0% occupied with waiting lists. This illustrates that pent-up demand exists for senior LIHTC product in the Site PMA. As such, it is believed that the subject property will help to alleviate a portion of the demand for age-restricted affordable housing in the market and is not expected to have any adverse impact on future occupancy rates among these existing properties. This is further evident by the good base of potential support for both the proposed subject project and the existing comparable properties, as indicated by the low market penetration rate as calculated and detailed in Section I.

5. **BUY VS. RENT ANALYSIS**

According to ESRI, the median home value in the Site PMA is estimated to be \$230,056. At an estimated interest rate of 7.04% and a 30-year term (and 95% LTV), the monthly mortgage for a \$230,056 home is \$1,825, including estimated taxes and insurance.

Buy Versus Rent Analysis	
Median Home Price – ESRI 2024	\$230,056
Mortgaged Value = 95% Of Median Home Price	\$218,553
Interest Rate – MortgageNewsDaily.Com	7.04%
Term	30
Monthly Principal & Interest	\$1,460
Estimated Taxes & Insurance*	\$365
Estimated Monthly Mortgage Payment:	\$1,825

*Estimated at 25% of principal and interest.

In comparison, the proposed collected Tax Credit rents for the subject property are at least \$871 below the cost of a typical monthly mortgage for a median-priced home in this market. In addition, the subject project will include the cost of all essential utilities included with rent, a feature rarely offered among for-sale product. Considering the significantly higher cost of homeownership in this market, we do not anticipate any competitive overlap between the subject property and the homebuyer market within the Site PMA.

6. ACHIEVABLE RENT ANALYSIS

Introduction

As part of this market feasibility analysis, we have derived achievable market rents and achievable Tax Credit rents for the subject project. The methodology to derive these figures varies slightly, as achievable Tax Credit rents must factor for rent and income limitations. Additionally, achievable Tax Credit rents must often represent a value within a given PMA compared to the existing rental housing supply. Therefore, the market rents are often utilized to help establish the achievable Tax Credit rents.

Market-Rent

The achievable market rents are based primarily on comparable market-rate properties that we have identified within or near the Site PMA. These selected properties are used to derive market rent for a project with characteristics similar to the subject development and the subject property's market advantage. It is important to note that, for the purpose of this analysis, we only select market-rate properties. Market-rate properties are used to determine rents that can be achieved in the open market for the subject units without maximum income and rent restrictions.

The basis for the selection of these projects includes, but is not limited to, the following factors:

- Surrounding neighborhood characteristics
- Target market (seniors, families, disabled, etc.)
- Unit types offered (garden or townhouse, bedroom types, etc.)
- Building type (single-story, midrise, high-rise, etc.)
- Unit and project amenities offered
- Age and appearance of property

Since it is unlikely that any two properties are identical, we adjust the collected rent (the actual rent paid by tenants) of the selected properties according to whether or not they compare favorably with the subject development. Rents of projects that have additional or better features than the subject site are adjusted negatively, while projects with inferior or fewer features are adjusted positively. For example, if the subject project does not have a washer or dryer and a selected property does, then we lower the collected rent of the selected property by the estimated value of a washer and dryer to derive an *achievable market rent* for a project similar to the subject project.

The rent adjustments used in this analysis are based on various sources, including known charges for additional features within the Site PMA, estimates made by area property managers and realtors, quoted rental rates from furniture rental companies and Bowen National Research's prior experience in markets nationwide.

It is important to note that one or more of the selected properties may be more similar to the subject property than others. These properties are given more weight in terms of reaching the final achievable market rent determination. While monetary adjustments are made for various unit and project features, the final market rent determination is based upon the judgments of our market analysts.

The proposed subject development and the five selected properties include the following:

Map I.D.	Project Name	Year Built	Total Units	Occ. Rate	Unit Mix (Occupancy Rate)		
					One-Br.	Two-Br.	Three-Br.
Site	Sonoma	2026	96	-	58 (-)	38 (-)	-
10	Eagle Ranch Estates	2023	97 + 65*	100.0%	39 (100.0%)	58 (100.0%)	-
11	Flats at Ridgeview	2018	252	93.7%	96 (95.8%)	156 (92.3%)	-
25	Sonoma Palms Apts.	2013	192	100.0%	58 (100.0%)	115 (100.0%)	19 (100.0%)
26	Sonoma Pointe Apts.	2019	104	90.4%	62 (90.3%)	42 (90.5%)	-
32	Willow Springs Apts.	2018	200	100.0%	100 (100.0%)	100 (100.0%)	-

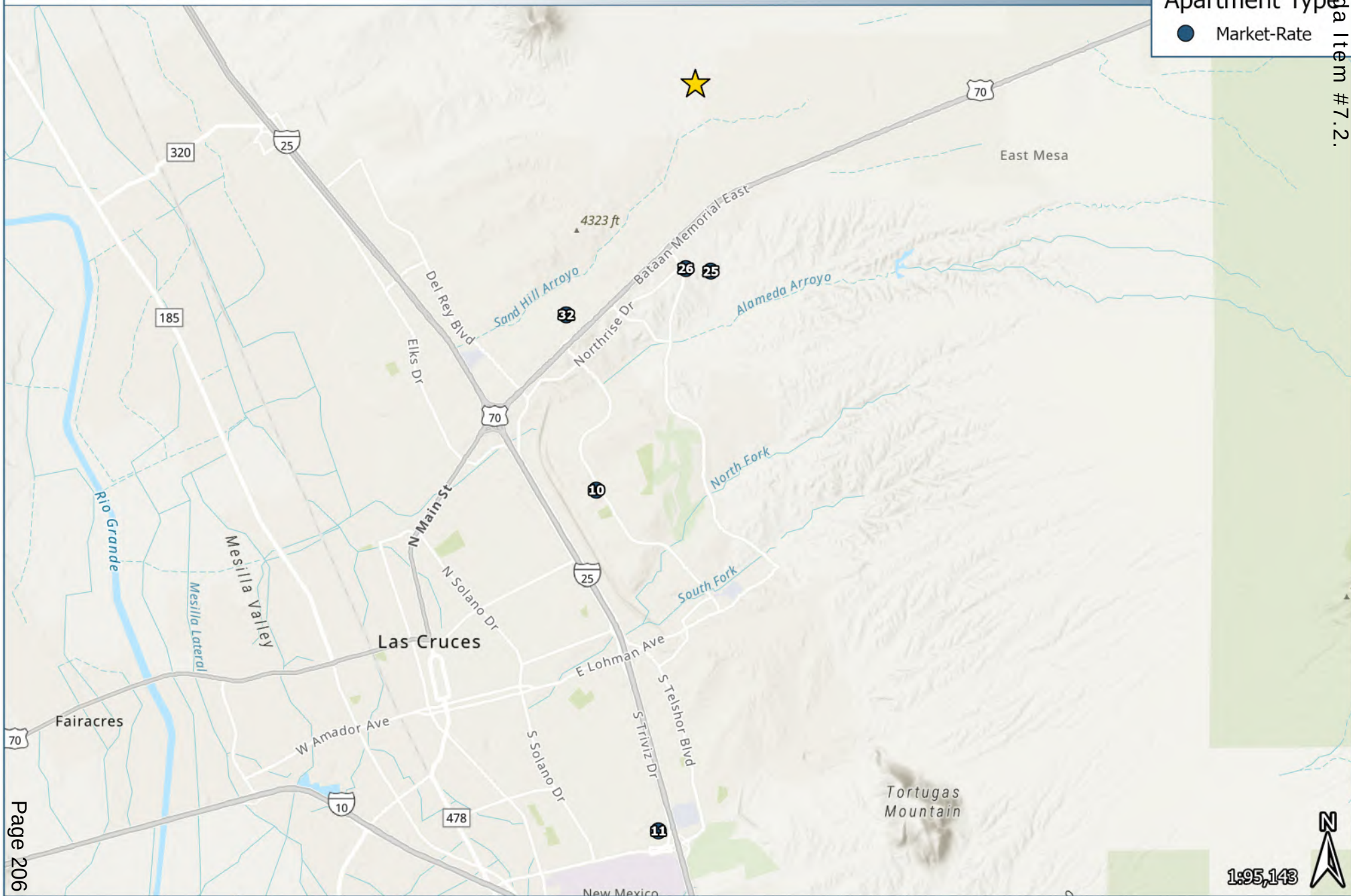
Occ. – Occupancy

*Units under construction

The five selected market-rate projects have a combined total of 845 units with an overall occupancy rate of 96.9%, a good rate for market-rate rental housing. These occupancy rates indicate the selected properties are well received within the market and will serve as accurate benchmarks with which to compare to the proposed development.

Note that the market's newest project, Eagle Ranch Estates, recently opened in June 2023 and reached a stabilized occupancy of at least 93.0% in October 2023. This reflects a monthly absorption rate of 22 to 23 units per month from opening, or 12 to 13 units per month when considering preleasing efforts (which began in March 2023). This is considered a good absorption rate, and the project's 100.0% occupancy rate at the time of analysis illustrates that it has been very well received within the market.

The Rent Comparability Grids on the following pages show the collected rents for each of the selected properties and illustrate the adjustments made (as needed) for various features and location or neighborhood characteristics, as well as quality differences that exist among the selected properties and the subject development. A map depicting the location of the comparable market-rate properties relative to the subject site precedes the Rent Comparability Grids on the following page.



Agenda Item #7.2.

Rent Comparability Grid

Unit Type →

ONE-BEDROOM

	Subject		Comp #1		Comp #2		Comp #3		Comp #4		Comp #5	
	Sonoma	Data	Eagle Ranch Estates		Flats at Ridgeview		Sonoma Palms Apts.		Sonoma Pointe Apts.		Willow Springs Apts.	
	Sonoma Ranch Boulevard & Central Avenue	on	1775 Roadrunner Pkwy		2050 Wisconsin Ave		4260 Northrise Dr		4200 Northrise Dr		3402 Bixler Dr	
	Las Cruces, NM	Subject	Las Cruces, NM		Las Cruces, NM		Las Cruces, NM		Las Cruces, NM		Las Cruces, NM	
A.	Rents Charged		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
1	\$ Last Rent / Restricted?		\$1,270		\$1,190		\$1,513		\$1,350		\$1,290	
2	Date Surveyed		Oct-24		Oct-24		Oct-24		Oct-24		Oct-24	
3	Rent Concessions		None		None		None		None		None	
4	Occupancy for Unit Type		100%		96%		100%		90%		100%	
5	Effective Rent & Rent/ sq. ft		\$1,270	1.81	\$1,190	1.54	\$1,513	1.76	\$1,350	1.69	\$1,290	1.89
B.	Design, Location, Condition		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
6	Structure / Stories	EE/3	WU/2		WU/3		WU/2		WU/2		WU/2	
7	Yr. Built/Yr. Renovated	2026	2023	\$3	2018	\$8	2013	\$13	2019	\$7	2018	\$8
8	Condition/Street Appeal	E	E		G	\$15	G	\$15	G	\$15	G	\$15
9	Neighborhood	G	G		G		G		G		G	
10	Same Market?		Yes		Yes		Yes		Yes		Yes	
C.	Unit Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
11	# Bedrooms	1	1		1		1		1		1	
12	# Baths	1	1		1		1		1		1	
13	Unit Interior Sq. Ft.	708	702	\$3	772	(\$28)	858	(\$65)	800	(\$40)	681	\$12
14	Patio/Balcony/Sunroom	Y	Y		Y		Y		Y		Y	
15	AC: Central/Wall	C	C		C		C		C		W	\$5
16	Range/Refrigerator	R/F	R/F		R/F		R/F		R/F		R/F	
17	Microwave/Dishwasher	Y/Y	Y/Y		Y/Y		Y/Y		Y/Y		Y/Y	
18	Washer/Dryer	W/D	W/D		W/D		W/D		W/D		W/D	
19	Floor Coverings	V	V		V		C/V		C/T/V		C/V	
20	Window Treatments	Y	Y		Y		Y		Y		Y	
21	Secured Entry	N	N		N		N		N		N	
22	Garbage Disposal	Y	Y		Y		N	\$5	Y		N	\$5
23	Ceiling Fan/E-Call System	Y/N	Y/N		Y/N		Y/N		Y/N		Y/N	
D	Site Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
24	Parking (\$ Fee)	LOT/\$0	CARPORT	(\$20)	LOT/\$0		LOT/\$0		CARPORT	(\$20)	LOT/\$0	
25	On-Site Management	Y	Y		Y		Y		Y		Y	
26	Security Features	N	Y	(\$5)	Y	(\$5)	Y	(\$5)	Y	(\$5)	Y	(\$5)
27	Community Space	Y	Y		Y		Y		Y		Y	
28	Pool/Recreation Areas	F/MT/WT	P/F/J	(\$7)	P/F/GR/J/WT	(\$13)	P/F/S	(\$7)	P/F/GR/J	(\$10)	P/F/S/J	(\$10)
29	Business/Computer Center	Y	N	\$3	Y		Y		Y		Y	
30	Grilling Area/Storage	N/N	Y/N	(\$3)	N/N		Y/N	(\$3)	Y/Y	(\$8)	Y/N	(\$3)
31	Library	N	N		N		N		N		N	
32	Social Services	N	N		N		N		N		N	
E.	Utilities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
33	Heat (in rent?/ type)	Y/E	N/E	\$11	N/E	\$11	N/E	\$11	N/E	\$11	N/E	\$11
34	Cooling (in rent?/ type)	Y/E	N/E		N/E		N/E		N/E		N/E	
35	Cooking (in rent?/ type)	Y/E	N/E	\$5	N/E	\$5	N/E	\$5	N/E	\$5	N/E	\$5
36	Hot Water (in rent?/ type)	Y/E	N/E	\$11	N/E	\$11	N/E	\$11	N/E	\$11	N/E	\$11
37	Other Electric	Y	N	\$34	N	\$34	N	\$34	N	\$34	N	\$34
38	Cold Water/Sewer	Y/Y	Y/Y		Y/Y		N/N	\$54	Y/Y		N/N	\$54
39	Trash/Recycling	Y/N	Y/N		Y/N		N/N	\$23	Y/N		N/N	\$23
F.	Adjustments Recap		Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg
40	# Adjustments B to D		3	4	2	3	3	4	2	5	5	3
41	Sum Adjustments B to D		\$9	(\$35)	\$23	(\$46)	\$33	(\$80)	\$22	(\$83)	\$45	(\$18)
42	Sum Utility Adjustments		\$61		\$61		\$138		\$61		\$138	
			Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross
43	Net/ Gross Adjmts B to E		\$35	\$105	\$38	\$130	\$91	\$251	\$0	\$166	\$165	\$201
G.	Adjusted & Market Rents		Adj. Rent		Adj. Rent		Adj. Rent		Adj. Rent		Adj. Rent	
44	Adjusted Rent (5+ 43)		\$1,305		\$1,228		\$1,604		\$1,350		\$1,455	
45	Adj Rent/Last rent			103%		103%		106%		100%		113%
46	Estimated Market Rent	\$1,355	\$1.91	← Estimated Market Rent/ Sq. Ft								

Agenda Item #7.2.

Rent Comparability Grid

Unit Type →

TWO-BEDROOM

	Subject		Comp #1		Comp #2		Comp #3		Comp #4		Comp #5	
	Sonoma	Data	Eagle Ranch Estates		Flats at Ridgeview		Sonoma Palms Apts.		Sonoma Pointe Apts.		Willow Springs Apts.	
	Sonoma Ranch Boulevard & Central Avenue	on	1775 Roadrunner Pkwy		2050 Wisconsin Ave		4260 Northrise Dr		4200 Northrise Dr		3402 Bixler Dr	
	Las Cruces, NM	Subject	Las Cruces, NM		Las Cruces, NM		Las Cruces, NM		Las Cruces, NM		Las Cruces, NM	
A.	Rents Charged		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
1	\$ Last Rent / Restricted?		\$1,525		\$1,290		\$1,645		\$1,550		\$1,490	
2	Date Surveyed		Oct-24		Oct-24		Oct-24		Oct-24		Oct-24	
3	Rent Concessions		None		None		None		None		None	
4	Occupancy for Unit Type		100%		92%		100%		90%		100%	
5	Effective Rent & Rent/ sq. ft		\$1,525	1.53	\$1,290	1.30	\$1,645	1.37	\$1,550	1.29	\$1,490	1.62
B.	Design, Location, Condition		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
6	Structure / Stories	EE/3	WU/2		WU/3		WU/2		WU/2		WU/2	
7	Yr. Built/Yr. Renovated	2026	2023	\$3	2018	\$8	2013	\$13	2019	\$7	2018	\$8
8	Condition/Street Appeal	E	E		G	\$15	G	\$15	G	\$15	G	\$15
9	Neighborhood	G	G		G		G		G		G	
10	Same Market?		Yes		Yes		Yes		Yes		Yes	
C.	Unit Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
11	# Bedrooms	2	2		2		2		2		2	
12	# Baths	1	2	(\$30)	2	(\$30)	1		1		2	(\$30)
13	Unit Interior Sq. Ft.	943	996	(\$19)	992	(\$17)	1201	(\$91)	1200	(\$91)	918	\$9
14	Patio/Balcony/Sunroom	Y	Y		Y		Y		Y		Y	
15	AC: Central/Wall	C	C		C		C		C		W	\$5
16	Range/Refrigerator	R/F	R/F		R/F		R/F		R/F		R/F	
17	Microwave/Dishwasher	Y/Y	Y/Y		Y/Y		Y/Y		Y/Y		Y/Y	
18	Washer/Dryer	W/D	W/D		W/D		W/D		W/D		W/D	
19	Floor Coverings	V	V		V		C/V		C/T/V		C/V	
20	Window Treatments	Y	Y		Y		Y		Y		Y	
21	Secured Entry	N	N		N		N		N		N	
22	Garbage Disposal	Y	Y		Y		N	\$5	Y		N	\$5
23	Ceiling Fan/E-Call System	Y/N	Y/N		Y/N		Y/N		Y/N		Y/N	
D	Site Equipment/ Amenities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
24	Parking (\$ Fee)	LOT/\$0	CARPORT	(\$20)	LOT/\$0		LOT/\$0		CARPORT	(\$20)	LOT/\$0	
25	On-Site Management	Y	Y		Y		Y		Y		Y	
26	Security Features	N	Y	(\$5)	Y	(\$5)	Y	(\$5)	Y	(\$5)	Y	(\$5)
27	Community Space	Y	Y		Y		Y		Y		Y	
28	Pool/Recreation Areas	F/MT/WT	P/F/J	(\$7)	P/F/GR/J/WT	(\$13)	P/F/S	(\$7)	P/F/GR/J	(\$10)	P/F/S/J	(\$10)
29	Business/Computer Center	Y	N	\$3	Y		Y		Y		Y	
30	Grilling Area/Storage	N/N	Y/N	(\$3)	N/N		Y/N	(\$3)	Y/Y	(\$8)	Y/N	(\$3)
31	Library	N	N		N		N		N		N	
32	Social Services	N	N		N		N		N		N	
E.	Utilities		Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj	Data	\$ Adj
33	Heat (in rent?/ type)	Y/E	N/E	\$15	N/E	\$15	N/E	\$15	N/E	\$15	N/E	\$15
34	Cooling (in rent?/ type)	Y/E	N/E		N/E		N/E		N/E		N/E	
35	Cooking (in rent?/ type)	Y/E	N/E	\$7	N/E	\$7	N/E	\$7	N/E	\$7	N/E	\$7
36	Hot Water (in rent?/ type)	Y/E	N/E	\$14	N/E	\$14	N/E	\$14	N/E	\$14	N/E	\$14
37	Other Electric	Y	N	\$45	N	\$45	N	\$45	N	\$45	N	\$45
38	Cold Water/Sewer	Y/Y	Y/Y		Y/Y		N/N	\$60	Y/Y		N/N	\$60
39	Trash/Recycling	Y/N	Y/N		Y/N		N/N	\$23	Y/N		N/N	\$23
F.	Adjustments Recap		Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg	Pos	Neg
40	# Adjustments B to D		2	6	2	4	3	4	2	5	5	4
41	Sum Adjustments B to D		\$6	(\$84)	\$23	(\$65)	\$33	(\$106)	\$22	(\$134)	\$42	(\$48)
42	Sum Utility Adjustments		\$81		\$81		\$164		\$81		\$164	
			Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross
43	Net/ Gross Adjmts B to E		\$3	\$171	\$39	\$169	\$91	\$303	(\$31)	\$237	\$158	\$254
G.	Adjusted & Market Rents		Adj. Rent		Adj. Rent		Adj. Rent		Adj. Rent		Adj. Rent	
44	Adjusted Rent (5+ 43)		\$1,528		\$1,329		\$1,736		\$1,519		\$1,648	
45	Adj Rent/Last rent			100%		103%		106%		98%		111%
46	Estimated Market Rent	\$1,550	\$1.64	← Estimated Market Rent/ Sq. Ft								

Rent Adjustment Explanations

None of the selected properties offer the same amenities as the subject property. As a result, we have made adjustments to the collected rents to reflect the differences between the subject property and the selected properties. The following are explanations (preceded by the line reference number on the comparability grid table) for each rent adjustment made to each selected property.

1. Rents for each property are reported as collected rents. This is the actual rent paid by tenants and does not consider utilities paid by tenants. The rent reported is typical and does not consider rent concessions or special promotions.
7. Upon completion, the subject project will be the newest property in the market. The selected properties were built between 2013 and 2023. We have adjusted the rents at the selected properties by \$1 per year to reflect the age of these properties.
8. It is anticipated that the proposed subject project will have an excellent quality finish and attractive aesthetic street appeal once construction is complete. We have made adjustments for those properties that we consider to be of inferior quality compared to the subject development.
12. There is a variety of the number of bathrooms offered among the selected properties. As such, we have made adjustments of \$30 per full bathroom to reflect the difference in the number of bathrooms offered at the site as compared with the comparable properties.
13. The adjustment for differences in square footage is based upon the average rent per square foot among the comparable properties. Since consumers do not value extra square footage on a dollar for dollar basis, we have used 25% of the average for this adjustment.
- 14.- 23. The subject project will offer a unit amenity package that is similar to those offered at the comparable market-rate projects. However, we have made monetary adjustments to reflect the difference between the proposed subject project's and the selected properties' unit amenities.
- 24.-32. The proposed project will offer a limited community amenities package, relative to the selected properties. We have made monetary adjustments to reflect the difference between the proposed subject project and the selected properties' project amenities.
- 33.-39. We have made adjustments to reflect the differences in utility responsibility at each selected property as needed. The utility adjustments were based on the local housing authority's utility cost estimates.

Once all adjustments to collected rents were made, the adjusted rents for each comparable were used to derive an achievable market rent for each bedroom type. Each property was considered and weighed based upon its proximity to the subject site and its amenities and unit layout compared to the subject site.

Achievable Market Rent Conclusions

Based on the preceding Rent Comparability Grids, the subject’s achievable market rents and corresponding market rent advantages are summarized in the following table:

Bedroom Type	% AMHI	Proposed Collected Rent	Achievable Market Rent	Market Rent Advantage
One-Br.	60%	\$795	\$1,355	41.3%
Two-Br.	60%	\$954	\$1,550	38.5%

Typically, Tax Credit rents for units targeting households earning up to 60% of AMHI should represent at least a 10.0% market rent advantage to ensure a good flow of tenants and that the property will represent a sufficient value. As such, the proposed subject Tax Credit rents will likely be perceived as substantial values within the market, as they represent market rent advantages ranging from 38.5% to 41.3%, depending upon bedroom type.

Achievable Tax Credit Rent Conclusions

As most Tax Credit properties are unable to charge the achievable market rent, we have derived an achievable Tax Credit rent for the subject project, assuming the project is developed as outlined in this report. The achievable Tax Credit rent is the highest rent an income-eligible renter would be expected (or willing) to pay. This rent is determined by considering the achievable market rent (as shown in the preceding analysis), the rents, occupancy rates and quality levels of competing/comparable LIHTC properties (as detailed earlier in this section), the performance of other affordable projects, the status and occupancy rates of other rental choices and the depth of support (penetration rate) from income-eligible renters within the Site PMA.

Bedroom Type	% AMHI	Programmatic Rent*	Proposed Collected Rent	Achievable Tax Credit Rent
One-Br.	60%	\$795	\$795	\$795
Two-Br.	60%	\$954	\$954	\$954

*Maximum allowable rents

As illustrated in the preceding table, all of the proposed subject LIHTC rents are positioned equal to the corresponding programmatic/achievable LIHTC rent levels. Therefore, the proposed collected Tax Credit rents at the subject project are considered achievable.

I. Affordability & Demand Analysis

1. DETERMINATION OF INCOME ELIGIBILITY

The number of income-eligible households necessary to support the project from the Site PMA is an important consideration in evaluating the subject project’s potential. Under the Low-Income Housing Tax Credit (LIHTC) program, household eligibility is based on household income not exceeding the targeted percentage of AMHI, depending upon household size.

The subject site is within the Las Cruces, New Mexico Metropolitan Statistical Area (MSA), which has a median four-person household income of \$65,800 for 2024. The subject property will be restricted to senior (age 55+) households with incomes of up to 60% of AMHI. The following table summarizes the maximum allowable income by household size and targeted AMHI level.

Household Size	Targeted AMHI Maximum Allowable Income
	60%
One-Person	\$29,700
Two-Person	\$33,900

1. MAXIMUM INCOME LIMITS

The largest units (two-bedroom) offered at the subject site are expected to house up to two-person senior households. As such, the maximum allowable income at the subject site is **\$33,900**.

2. MINIMUM INCOME REQUIREMENTS

Leasing industry standards typically require households to have rent-to-income ratios of 27% to 40%. Generally, market-rate properties require a lower rent-to-income ratio, while an acceptable rent-to-income ratio for low-income senior households is typically approximately 40%.

The proposed LIHTC units will have a lowest gross rent of \$795. Over a 12-month period, the minimum annual household expenditure (rent plus tenant-paid utilities) at the subject site is \$9,540. Applying a 40% rent-to-income ratio to the minimum annual household expenditure yields a minimum annual household income requirement of **\$23,850**.

3. INCOME-APPROPRIATE RANGE

Based on the preceding analyses, the income-appropriate range required to live at the proposed project is **\$23,850 to \$33,900**.

4. CAPTURE RATE CALCULATIONS

The proposed subject project is expected to be complete in March 2026. The following table summarizes the subject’s capture rate calculation based on data contained in the Demographic Characteristics and Trends section of this report. Additionally, given that the subject project will target senior households and will likely attract some support from senior homeowners seeking to downsize into a low-cost maintenance-free rental housing alternative, we have included a supplemental capture rate that considers all age- and income-qualified households (renters and owners) within the market.

	Capture Rate	
	Renter Only	All Households
Number of Proposed Units	96	96
Age- & Income-Eligible Households – 2026	/ 755	/ 1,858
Capture Rate	= 12.7%	= 5.2%

Typically, when utilizing this methodology capture rates of up to 10% are considered achievable in markets such as the Site PMA, though higher capture rates may be achievable depending on market parameters. Considering this, it is important to note that all senior Tax Credit properties surveyed in the market are reporting 100.0% occupancy rates and waiting lists. This indicates that pent-up demand exists for age-restricted LIHTC housing in the market. The subject project will be superior to the local LIHTC supply based on design, and the proposed rents will represent good values relative to similar unrestricted market-rate product in the area. Additionally, when considering support from age- and income-qualified homeowners, the base of support for the subject project is more than twice as deep. This indicates that the property will have a significantly deeper base of support if it is able to successfully attract some component of support from senior homeowners.

Given the preceding factors, the subject’s 12.7% *renter-only* capture rate is considered achievable.

Based on the distribution of households by household size, our survey of conventional apartments and the distribution of bedroom types in balanced markets, the estimated shares of demand by bedroom type for senior (age 55+) product in the Site PMA are distributed as follows:

Estimated Demand by Bedroom	
Bedroom Type	Percent
One-Bedroom	70.0%
Two-Bedroom +	30.0%
Total	100.0%

Applying these shares to the age- and income-qualified renter households, we have also conducted separate capture rates for each bedroom type for the subject project. These capture rates are illustrated in the following table:

	Capture Rate by AMHI and Unit Type	
	One-Bedroom	Two-Bedroom
	60% AMHI (\$23,850-\$33,900)	60% AMHI (\$28,620-\$33,900)
Number of Proposed Subject Units	58	38
Age- & Income-Appropriate Renter Households – 2026	/ 529	/ 108
Capture Rate	= 11.0%	= 35.2%

As illustrated in the preceding table, the subject’s capture rates by bedroom type range from 11.0% to 35.2%. These are considered low to acceptable capture rates by bedroom type, demonstrating a sufficient base of potential support for each unit type proposed for the subject property. This is further evident in the pent-up demand for senior LIHTC housing reported throughout the market.

5. **PENETRATION RATE CALCULATIONS**

The 254 existing and planned non-subsidized Tax Credit units targeting senior households in the market must also be considered when calculating the market penetration rate for the subject development. Based on the same calculation process used for the subject site, the income-eligible range for the existing and planned non-subsidized Tax Credit units is \$11,910 to \$33,900. The following table summarizes the market penetration rate calculation based on the preceding factors and data contained in the Demographic Characteristics and Trends section of this report.

	Market Penetration
Number of LIHTC Units (Planned and Existing)	350
Age- & Income-Eligible Renter Households – 2026	/ 2,253
Overall Market Penetration Rate	= 15.5%

Typically, market penetration rates up to approximately 40% are considered acceptable while those under 30% are considered ideal when utilizing this methodology. However, acceptable penetrate rates can vary by market. Regardless, the subject market penetration rate of 15.5% is considered low and indicative of a deep base of potential support for both existing LIHTC product and that planned to be offered at the subject project. This is also a good indication that the subject’s moderate renter-only capture rate (12.7%) is achievable in this market.

J. LOCAL PERSPECTIVES

We conducted numerous interviews with local sources familiar with the Las Cruces area and the housing, economic and/or demographic characteristics that impact the need for affordable housing. These include, but are not limited to, interviews with local planning and building department representatives, local chamber of commerce and/or economic development officials, housing authority representatives, local real estate professionals and/or apartment managers.

Summaries of key interviews regarding the need for affordable rental housing within the area follow:

- Elizabeth Teeters is the Administrator for the City of Las Cruces Housing & Neighborhood Services. Teeters stated that there is a need for more affordable housing targeting seniors, as Las Cruces is an attractive community for retirees. Teeters noted that her department has received numerous calls regarding the status of Pedrena Senior Apartments, an age-restricted Tax Credit project currently under construction within the Site PMA.
- Liza Shaffer is the Property Manager of Montana Senior Village I & II, a competitive Tax Credit rental community in the Site PMA. Shaffer stated that there is a great need for senior affordable housing in Las Cruces, noting that her property receives many calls from Housing Choice Voucher holders who have been unable to find housing. Shaffer noted that seniors generally require separate living accommodations from family LIHTC properties, adding that many area seniors earn fixed incomes and cannot afford the area's increasing rents.
- Crystal (last name not given) is the Administrative Assistant for Omni Center Square, a market-rate rental community in the Site PMA. Crystal stated that, while her property generally houses students from the nearby New Mexico State University, the greater Las Cruces area primarily attracts retired senior households. As market-rate rents continue to increase, Crystal noted that there will continue to be a need for additional senior housing.

K. Analysis & Conclusions

1. ABSORPTION PROJECTIONS

Considering the facts contained in the market study, as well as the preceding factors and comparing them with other projects with similar characteristics in other markets, we are able to establish absorption projections for the proposed subject development. Note this absorption projection assumes the subject development is developed and operates as outlined within this report. It is our opinion that the 96 LIHTC units proposed for the subject site will reach a stabilized occupancy of 95.0% within eight months of opening. This absorption period is based on an average absorption rate of approximately 11 to 12 units per month.

These absorption projections assume a 2026 opening for the subject project. A different opening may impact (positively or negatively) absorption potential for the subject units. Further, these absorption projections assume the project will be built as outlined in this report. Changes to the project’s rents, amenities, floor plans, or other features may invalidate our findings. We also assume the developer and/or management will aggressively market the project throughout the Site PMA a few months in advance of its opening and continue to monitor market conditions during the project’s initial lease-up period.

2. SUPPORT FROM HOUSING CHOICE VOUCHER HOLDERS

Despite repeated attempts to contact representatives of the local housing authority regarding the status of the Housing Choice Voucher program, a response was not received at the time of this analysis.

If the rents do not exceed the payment standards established by the local housing authority, households with Housing Choice Vouchers may be willing to reside at a LIHTC project. Established by the Mesilla Valley Housing Authority, the local payment standards, as well as the proposed subject gross rents, are summarized in the following table:

Bedroom Type	Payment Standards	Proposed Tax Credit Gross Rents (60% AMHI)
One-Br.	\$969	\$795
Two-Br.	\$1,087	\$954

As the preceding table illustrates, all of the proposed LIHTC gross rents are below the local payment standards. As such, the subject project will be able to receive support from Housing Choice Voucher holders. This will increase the demographic base of potential support for the proposed development and has been considered in our absorption projections.

3. SUMMARY OF SUBJECT'S COMPETITIVE POSITION AND IMPACT ON EXISTING PRODUCT

As indicated in *Section H*, the three comparable LIHTC projects in the market have a combined occupancy rate of 100.0% and each maintains a waiting list. These are clear indications of strong and pent-up demand for age-restricted LIHTC product within the market.

The subject property will be competitive overall in terms of price point. Notably, the subject property will offer larger unit sizes (square feet) and a comprehensive amenity package. These features are expected to create a competitive advantage for the property within the Site PMA, as it will be superior to the comparable LIHTC properties in terms of age and design. The subject property will also be situated in a developing and good overall quality neighborhood, which will further enhance marketability of the property.

Considering the pent-up demand for additional senior LIHTC product and the sufficient base of potential support for such product in this market, we do not expect the development of the subject property will have any adverse impact on future occupancy rates among existing comparable properties in the Site PMA.

4. CONCLUSION

Based on the preceding factors and additional information included in this analysis, it is our opinion a market exists for the subject property and that the property is marketable as currently proposed. We have no recommendations to the subject property at this time.

L. Other Requirements

1. MARKET STUDY CERTIFICATION

Bowen National Research is a disinterested third party without any current or future financial interest in the project under consideration. Our recommendations and conclusions are based solely on our professional opinion and best efforts. We have received a fee in preparation of the market study. However, no contingency fees exist between our firm and the client. This report complies with New Mexico Mortgage Finance Authority market study guidelines. The information contained in this report is true and accurate as of February 20, 2024.

Certified:

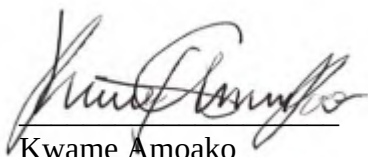
A blue ink signature of Nathan Stelts, consisting of a stylized 'N' followed by 'Stelts'.

Nathan Stelts (Primary Contact)

Market Analyst

nathans@bowennational.com

Date: November 8, 2024

A blue ink signature of Kwame Amoako, featuring a large, flowing 'K' followed by 'Amoako'.

Kwame Amoako

Market Analyst

kwamea@bowennational.com

Date: November 8, 2024

A blue ink signature of Patrick M. Bowen, with 'Patrick M.' followed by 'Bowen' in a cursive script.

Patrick M. Bowen

President/Market Analyst

Bowen National Research

155 E. Columbus St., Suite 220

Pickerington, OH 43147

(614) 833-9300

patrickb@bowennational.com

Date: November 8, 2024

2. STATEMENT OF ANALYST'S QUALIFICATIONS

The Company

Bowen National Research employs an expert staff to ensure that each market study is of the utmost quality. Each staff member has hands-on experience evaluating sites and comparable properties, analyzing market characteristics and trends, and providing realistic recommendations and conclusions. The Bowen National Research staff has the expertise to provide the answers for your development.

Company Leadership

Patrick Bowen is the President of Bowen National Research. He has prepared and supervised thousands of market feasibility studies for all types of real estate products, including affordable family and senior housing, multifamily market-rate housing and student housing, since 1996. He has also prepared various studies for submittal as part of HUD 221(d)(3) & (4), HUD 202 developments and applications for housing for Native Americans. He has also conducted studies and provided advice to city, county and state development entities as it relates to residential development, including affordable and market rate housing, for both rental and for-sale housing. Mr. Bowen has worked closely with many state and federal housing agencies to assist them with their market study guidelines. Mr. Bowen has his bachelor's degree in legal administration (with emphasis on business and law) from the University of West Florida.

Desireé Johnson is the Director of Operations for Bowen National Research. Ms. Johnson is responsible for all client relations, the procurement of work contracts, and the overall supervision and day-to-day operations of the company. She has been involved in the real estate market research industry since 2006. Ms. Johnson has an Associate of Applied Science in Office Administration from Columbus State Community College.

Market Analysts

Craig Rupert, Market Analyst, has conducted more than 1,000 market feasibility studies throughout the United States since 2010, within both urban and rural markets as well as on various tribal reservations. Mr. Rupert has prepared market studies for numerous types of housing including market-rate, Tax Credit, and various government-subsidized rental product, for-sale product, senior living (assisted living, nursing care, etc.), as well as market studies for retail/commercial space. Market studies prepared by Mr. Rupert have been used for submittal as part of state finance agency Tax Credit and HUD 221 (d)(4) applications, as well as various other financing applications submitted to local, regional, and national-level lenders/financial institutions. Mr. Rupert has a bachelor's degree in Hospitality Management from Youngstown State University.

Jack Wiseman, Market Analyst, has conducted extensive market research in over 200 markets throughout the United States since 2007. He provides thorough evaluation of site attributes, area competitors, market trends, economic characteristics and a wide range of issues impacting the viability of real estate development. He has evaluated market conditions for a variety of real estate alternatives, including affordable and market-rate apartments, retail and office establishments, student housing, and a variety of senior residential alternatives. Mr. Wiseman has a Bachelor of Arts degree in Economics from Miami University.

Jeff Peters, Market Analyst, has completed over 1,000 site-specific market feasibility studies in a variety of rural and urban market areas throughout the country since 2014. He has provided specialized analysis specific to tribal reservations and senior living, evaluated the impacts of various market conditions and trends, and conducted on-site inspections and analysis for rental and for-sale housing. Mr. Peters graduated from The Ohio State University with a Bachelor of Arts in Economics.

Nathan Stelts, Market Analyst, is experienced in the assessment of housing operating under various programs throughout the country, as well as other development alternatives. He is also experienced in evaluating projects in the development pipeline and economic trends. Mr. Stelts has a Bachelor of Science in Business Administration from Bowling Green State University.

Kwame Amoako, Market Analyst, has conducted site-specific analyses in both metro and rural areas throughout the country. He is familiar with multiple types of rental housing programs, the day-to-day interaction with property managers and leasing agents and the collection of pertinent property details. Mr. Amoako holds a Bachelor of Arts in Business Management from Capital University.

Matthew Brown, Market Analyst, has travelled the country and studied the housing industry in both urban and rural markets. He is able to analyze both the aesthetics and operations of rental housing properties, particularly as they pertain to each particular market. Mr. Brown has a Bachelor Degree in Business Administration, Strategic Marketing and Social Media from the University of the Cumberlands.

Christopher T. Bunch, Market Analyst, has over two decades of experience in real estate, including five years of experience in the real estate market research field. Mr. Bunch is responsible for preparing market feasibility studies for a variety of clients. Mr. Bunch earned a bachelor's degree in Geography with a concentration in Urban and Regional Planning from Ohio University in Athens, Ohio.

Lisa Goff, Market Analyst, has conducted site-specific analyses in both rural and urban markets throughout the country. She is also experienced in the day-to-day operation and financing of Low-Income Housing Tax Credit and subsidized properties, which gives her a unique understanding of the impact of housing development on current market conditions.

Braden Henderson, Market Analyst, has researched various rental housing alternatives, both conventional and non-conventional in markets throughout the United States. In addition, he has conducted on-site inspection for existing properties and vacant parcels of land. This experience allows him to evaluate a project's ability to operate successfully within a market and compare it to surrounding comparable properties. Mr. Henderson has a Bachelor of Science degree in Business Administration from The Ohio State University.

Xavier Williams, Market Analyst, has surveyed both urban and rural markets throughout the country. He is trained to understand the nuances of various rental housing programs and their construction and is experienced in the collection of rental housing data from leasing agents, property managers, and other housing experts within the market.

Research Staff

Bowen National Research employs a staff of in-house researchers who are experienced in the surveying and evaluation of all rental and for-sale housing types, as well as in conducting interviews and surveys with city officials, economic development offices, chambers of commerce, housing authorities and residents.

June Davis, Office Manager of Bowen National Research, has been in the market feasibility research industry since 1988. Ms. Davis has overseen production on over 20,000 market studies for projects throughout the United States.

Stephanie Viren is the Research and Travel Coordinator at Bowen National Research. Ms. Viren focuses on collecting detailed data concerning housing conditions in various markets throughout the United States. Ms. Viren has extensive interviewing skills and experience and also possesses the expertise necessary to conduct surveys of diverse pools of respondents regarding population and housing trends, housing marketability, economic development and other socioeconomic issues relative to the housing industry. Ms. Viren's professional specialty is condominium and senior housing research. Ms. Viren earned a Bachelor of Arts in Business Administration from Heidelberg University.

3. SOURCES

Bowen National Research uses various sources to gather and confirm data used in each analysis. These sources, which are cited throughout this report, include the following:

- The 2010 and 2020 Census on Housing
- American Community Survey
- ESRI
- Applied Geographic Solutions
- U.S. Department of Labor
- Management for each property included in the survey
- Local planning and building officials
- Local housing authority representatives
- U.S. Department of Housing and Urban Development (HUD)

Addendum A – Member Certification & Checklist

This market study has been prepared by Bowen National Research, a member in good standing of the National Council of Housing Market Analysts (NCHMA). This study has been prepared in conformance with the standards adopted by NCHMA for the market analysts' industry. These standards include the *Standard Definitions of Key Terms Used in Market Studies for Housing Projects*, and *Model Content Standards for the Content of Market Studies for Housing Projects*. These Standards are designed to enhance the quality of market studies and to make them easier to prepare, understand, and use by market analysts and by the end users. These Standards are voluntary only, and no legal responsibility regarding their use is assumed by the National Council of Housing Market Analysts.

Bowen National Research is duly qualified and experienced in providing market analysis for housing. The company's principals participate in the National Council of Housing Market Analysts (NCHMA) educational and information sharing programs to maintain the highest professional standards and state-of-the-art knowledge. Bowen National Research is an independent market analyst. No principal or employee of Bowen National Research has any financial interest whatsoever in the development for which this analysis has been undertaken.



Nathan Stelts (Primary Contact)
Market Analyst

nathans@bowennational.com

Date: November 8, 2024



Patrick M. Bowen
President

patrickb@bowennational.com

Date: November 8, 2024

Note: Information on the National Council of Housing Market Analysts may be obtained by calling 202-939-1750, or by visiting <http://www.housingonline.com>.

ADDENDUM-MARKET STUDY INDEX

A. INTRODUCTION

Members of the National Council of Housing Market Analysts provide a checklist referencing all components of their market study. This checklist is intended to assist readers on the location content of issues relevant to the evaluation and analysis of market studies.

B. DESCRIPTION AND PROCEDURE FOR COMPLETING

The following components have been addressed in this market study. The section number of each component is noted below. Each component is fully discussed in that section. In cases where the item is not relevant, the author has indicated 'N/A' or not applicable. Where a conflict with or variation from client standards or client requirements exists, the author has indicated a 'VAR' (variation) with a comment explaining the conflict.

C. CHECKLIST

		Section (s)
Executive Summary		
1.	Executive Summary	A
Project Description		
2.	Proposed number of bedrooms and baths proposed, income limitations, proposed rents and utility allowances	C
3.	Utilities (and utility sources) included in rent	C
4.	Project design description	C
5.	Unit and project amenities; parking	C
6.	Public programs included	C
7.	Target population description	C
8.	Date of construction/preliminary completion	C
9.	If rehabilitation, existing unit breakdown and rents	C
10.	Reference to review/status of project plans	C
Location and Market Area		
11.	Market area/secondary market area description	E
12.	Concise description of the site and adjacent parcels	D
13.	Description of site characteristics	D
14.	Site photos/maps	D
15.	Map of community services	D
16.	Visibility and accessibility evaluation	D
17.	Crime Information	D

CHECKLIST (Continued)

		Section (s)
Employment and Economy		
18.	Employment by industry	F
19.	Historical unemployment rate	F
20.	Area major employers	F
21.	Five-year employment growth	F
22.	Typical wages by occupation	F
23.	Discussion of commuting patterns of area workers	F
Demographic Characteristics		
24.	Population and household estimates and projections	G
25.	Area building permits	G
26.	Distribution of income	G
27.	Households by tenure	G
Competitive Environment		
28.	Comparable property profiles	H
29.	Map of comparable properties	H
30.	Comparable property photographs	H
31.	Existing rental housing evaluation	H
32.	Comparable property discussion	H
33.	Area vacancy rates, including rates for Tax Credit and government-subsidized	H
34.	Comparison of subject property to comparable properties	H
35.	Availability of Housing Choice Vouchers	H
36.	Identification of waiting lists	H & Addendum B
37.	Description of overall rental market including share of market-rate and affordable properties	H
38.	List of existing LIHTC properties	H
39.	Discussion of future changes in housing stock	H
40.	Discussion of availability and cost of other affordable housing options including homeownership	H
41.	Tax Credit and other planned or under construction rental communities in market area	H
Analysis/Conclusions		
42.	Calculation and analysis of Capture Rate	I
43.	Calculation and analysis of Penetration Rate	I
44.	Evaluation of proposed rent levels	H
45.	Derivation of Achievable Market Rent and Market Advantage	H
46.	Derivation of Achievable Restricted Rent	H
47.	Precise statement of key conclusions	A & K
48.	Market strengths and weaknesses impacting project	A & K
49.	Recommendations and/or modification to project discussion	K
50.	Discussion of subject property's impact on existing housing	H
51.	Absorption projection with issues impacting performance	A
52.	Discussion of risks or other mitigating circumstances impacting project projection	A
53.	Interviews with area housing stakeholders	J

CHECKLIST (Continued)

Other Requirements		Section (s)
54.	Preparation date of report	Title Page
55.	Date of Field Work	D
56.	Certifications	Certification
57.	Statement of qualifications	L
58.	Sources of data not otherwise identified	L
59.	Utility allowance schedule	Addendum B

ADDENDUM B:

**FIELD SURVEY OF
CONVENTIONAL RENTALS**



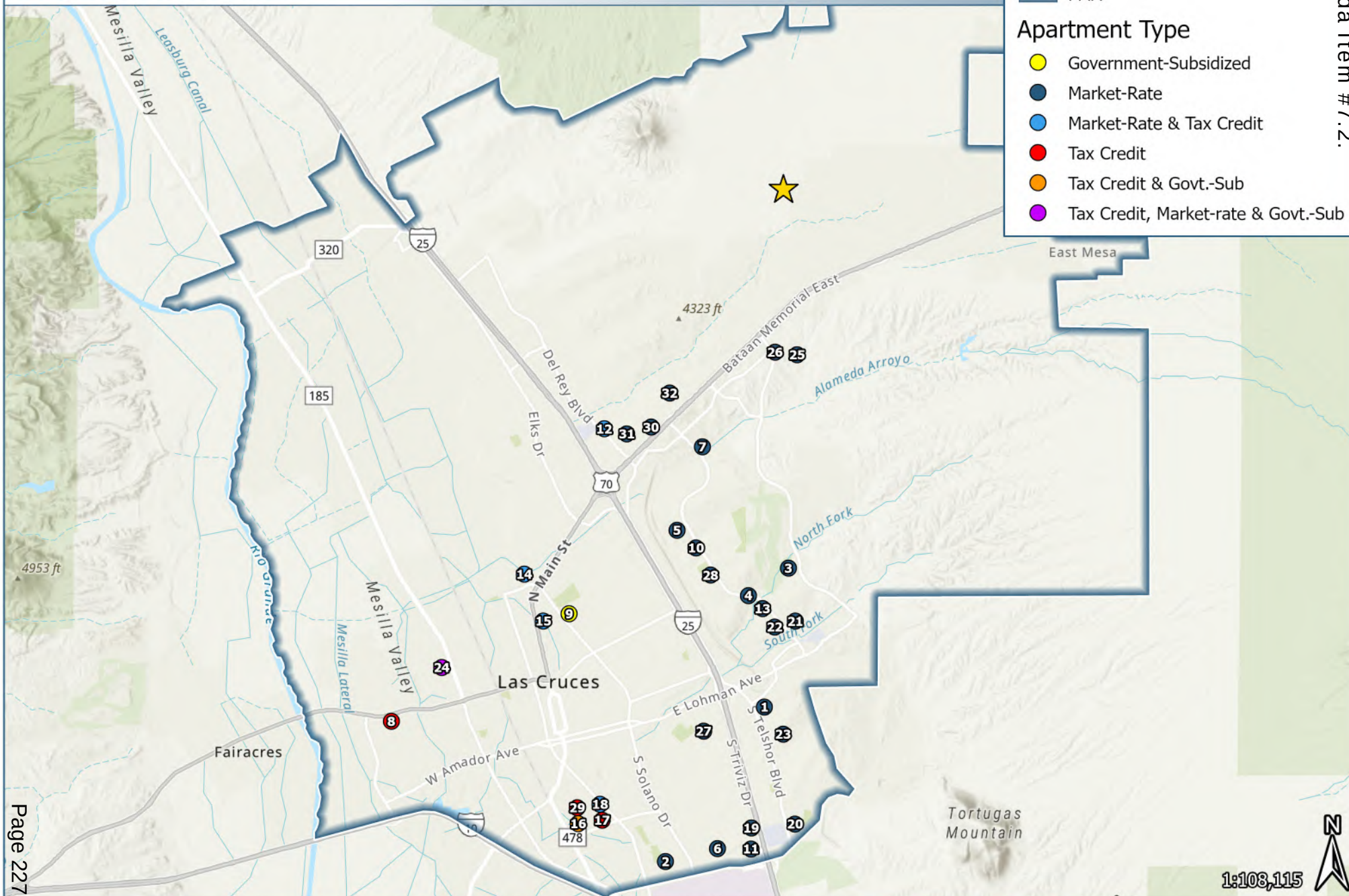
Site



PMA

Apartment Type

- Government-Subsidized
- Market-Rate
- Market-Rate & Tax Credit
- Tax Credit
- Tax Credit & Govt.-Sub
- Tax Credit, Market-rate & Govt.-Sub



1:108,115



Map ID	Property	Prop Type	Quality Rating	Year Built	Total Units	Vacant	Occ. Rate	Distance To Site*
1	Alexis Apts.	MRR	B	1995	170	11	93.5%	8.2
2	Casa Bella Apts.	MRR	B-	1994	42	0	100.0%	10.6
3	Casas de Soledad Apts.	MRR	B+	2004	176	3	98.3%	5.7
4	Copper Ridge	MRR	B	1998	88	0	100.0%	6.4
5	Copperstone Apts.	MRR	B+	2009	408	38	90.7%	5.3
6	Country Crest	MRR	B	1987	80	0	100.0%	10.2
7	Cuestas Apts.	MRR	B+	1997	104	13	87.5%	4.1
8	Desert Palms Apts.	TAX	B	1985	100	0	100.0%	9.4
9	Dona Ana Park Apts. I & II	GSS	D+	1968	134	0	100.0%	6.4
✓ 10	Eagle Ranch Estates	MRR	A-	2023	97	0	100.0%	5.3
✓ 11	Flats at Ridgeview	MRR	B+	2018	252	16	93.7%	9.7
12	Four Hills Apts.	MRT	B-	2005	72	0	100.0%	4.4
13	High Range Village	MRR	B	1986	144	5	96.5%	6.4
14	Los Altos Apts.	MRT	B	2007	72	0	100.0%	6.0
◆ ✓ 15	Mira Vista Senior Villas	MRT	B	2004	76	0	100.0%	6.3
◆ 16	Montana Meadows Apts.	TGS	C+	1979	80	0	100.0%	10.6
◆ ✓ 17	Montana Senior Village I	TAX	B	2000	48	0	100.0%	10.1
◆ ✓ 18	Montana Senior Village II	MRT	B	2002	90	0	100.0%	10.2
19	Omni Center Square	MRR	B-	1986	212	0	100.0%	9.9
20	Park Place Apts.	MRR	B	1989	292	21	92.8%	10.1
21	Pavilions at Southfork	MRR	B+	2003	140	0	100.0%	6.0
22	Quail Ridge Apts.	MRR	B	2002	216	4	98.1%	6.5
23	Regency Pointe Apts.	MRR	B	1984	90	2	97.8%	8.5
24	Robledo Ridge Apts.	TMG	B+	1974	71	0	100.0%	7.9
✓ 25	Sonoma Palms Apts.	MRR	B+	2013	192	0	100.0%	2.8
✓ 26	Sonoma Pointe Apts.	MRR	B+	2019	104	10	90.4%	2.6
27	Sun Ridge Village Apts.	MRR	B	1989	152	0	100.0%	8.3
28	Tuscany Villa Apts.	MRR	B+	2003	137	0	100.0%	5.9
29	Vista Montana Apts.	TAX	B-	2006	80	0	100.0%	10.1
30	Vue Apts.	MRR	B+	2019	24	0	100.0%	3.8
31	Willow Brook Apts.	MRR	B	1993	65	6	90.8%	4.3
✓ 32	Willow Springs Apts.	MRR	B+	2018	200	0	100.0%	3.6

*Drive distance in miles

✓ Comparable Property	(MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized	(TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized
◆ Senior Restricted	(TAX) Tax Credit	(INR) Income-Restricted (not LIHTC)
■ (MRR) Market-Rate	(TGS) Tax Credit & Government-Subsidized	(ING) Income-Restricted (not LIHTC) & Government-Subsidized
■ (MRT) Market-Rate & Tax Credit	(TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC)	(GSS) Government-Subsidized
■ (MRG) Market-Rate & Government-Subsidized	(TIN) Tax Credit & Income-Restricted (not LIHTC)	■ (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
■ (MIN) Market-Rate & Income-Restricted (not LIHTC)	■ (TMG) Tax Credit, Market-Rate & Government-Subsidized	

1 	Alexis Apts. 3500 Foothills Rd, Las Cruces, NM 88011 Total Units: 170 UC: 0 Occupancy: 93.5% Stories: 2,3 Year Built: 1995 BR: 1, 2 Vacant Units: 11 Waitlist: None AR Year: Target Population: Family Yr Renovated: 2022 Rent Special: None Notes: Rent range due to unit location & upgrades	Contact: Savanah Phone: (575) 521-0456
2 	Casa Bella Apts. 2306 S. Espina St., Las Cruces, NM 88001 Total Units: 42 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 1994 BR: 1, 2 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Rent range due to floor level	Contact: Leah Phone: (575) 635-5458
3 	Casas de Soledad Apts. 3901 Sonoma Springs Ave, Las Cruces, NM 88011 Total Units: 176 UC: 0 Occupancy: 98.3% Stories: 2 Year Built: 2004 BR: 1, 2, 3 Vacant Units: 3 Waitlist: 1-br; 1 HH AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Rents change daily	Contact: Miles Phone: (888) 251-5739
4 	Copper Ridge 451 Roadrunner Pkwy, Las Cruces, NM 88011 Total Units: 88 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 1998 BR: 1, 2, 3 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: 2-br rent range due to floorplan	Contact: Robert Phone: (575) 521-0100
5 	Copperstone Apts. 2775 Roadrunner Pkwy, Las Cruces, NM 88011 Total Units: 408 UC: 0 Occupancy: 90.7% Stories: 2 Year Built: 2009 BR: 1, 2, 3 Vacant Units: 38 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Rent range due to floorplan, floor level & units with attached garage; Does not keep a WL	Contact: Jordan Phone: (575) 532-0120

✓ Comparable Property ◆ Senior Restricted ■ (MRR) Market-Rate ■ (MRT) Market-Rate & Tax Credit ■ (MRG) Market-Rate & Government-Subsidized ■ (MIN) Market-Rate & Income-Restricted (not LIHTC)	■ (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (TAX) Tax Credit ■ (TGS) Tax Credit & Government-Subsidized ■ (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC) ■ (TIN) Tax Credit & Income-Restricted (not LIHTC) ■ (TMG) Tax Credit, Market-Rate & Government-Subsidized	■ (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (INR) Income-Restricted (not LIHTC) ■ (ING) Income-Restricted (not LIHTC) & Government-Subsidized ■ (GSS) Government-Subsidized ■ (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
---	---	---

6	Country Crest 1804 Wyoming Ave., Las Cruces, NM 88001	Contact: Audrey Phone: (575) 522-1309
	Total Units: 80 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 1987 BR: 1, 2 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	
7	Cuestas Apts. 2800 N Roadrunner Pkwy., Las Cruces, NM 88011	Contact: Aida Phone: (575) 522-2882
	Total Units: 104 UC: 0 Occupancy: 87.5% Stories: 2 Year Built: 1997 BR: 1, 2, 3 Vacant Units: 13 Waitlist: None AR Year: Target Population: Family Yr Renovated: 2021 Rent Special: Look and lease, \$500 off 1st months rent Notes: Rent range due to upgrades	
8	Desert Palms Apts. 2405 W Picacho Ave, Las Cruces, NM 88007	Contact: Jasmine Phone: (575) 523-4138
	Total Units: 100 UC: 0 Occupancy: 100.0% Stories: 1,2 Year Built: 1985 BR: 0, 1, 2, 3 Vacant Units: 0 Waitlist: 35 HH AR Year: Target Population: Family Yr Renovated: 2004 Rent Special: None Notes: Tax Credit	
9	Dona Ana Park Apts. I & II 1900 N Solano Dr., Las Cruces, NM 88001	Contact: Amalia Phone: (575) 524-2524
	Total Units: 134 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 1968 BR: 1, 2, 3 Vacant Units: 0 Waitlist: 6-12 mos AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: HUD Section 8	
✓ 10	Eagle Ranch Estates 1775 Roadrunner Pkwy, Las Cruces, NM 88011	Contact: Candace Phone: (575) 649-2540
	Total Units: 97 UC: 65 Occupancy: 100.0% Stories: 2 Year Built: 2023 BR: 1, 2 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Preleasing 3/2023, opened 6/2023, stabilized occupancy 10/2023; 65 additional units, plans to break ground winter 2024, ECD summer 2025; Does not keep a WL	

 Comparable Property  Senior Restricted  (MRR) Market-Rate  (MRT) Market-Rate & Tax Credit  (MRG) Market-Rate & Government-Subsidized  (MIN) Market-Rate & Income-Restricted (not LIHTC)	 (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized  (TAX) Tax Credit  (TGS) Tax Credit & Government-Subsidized  (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC)  (TIN) Tax Credit & Income-Restricted (not LIHTC)  (TMG) Tax Credit, Market-Rate & Government-Subsidized	 (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized  (INR) Income-Restricted (not LIHTC)  (ING) Income-Restricted (not LIHTC) & Government-Subsidized  (GSS) Government-Subsidized  (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
---	---	--



11	Flats at Ridgeview 2050 Wisconsin Ave, Las Cruces, NM 88001  Total Units: 252 UC: 0 Occupancy: 93.7% Stories: 3 Year Built: 2018 BR: 1, 2 Vacant Units: 16 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	Contact: Tabitha Phone: (505) 581-1273
12	Four Hills Apts. 2595 Mars Ave., Las Cruces, NM 88012  Total Units: 72 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 2005 BR: 2, 3 Vacant Units: 0 Waitlist: 50 HH AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Tax Credit (60 units); Market-rate (12 units)	Contact: Jesse Phone: (575) 382-0500
13	High Range Village 301 Roadrunner Pkwy, Las Cruces, NM 88011  Total Units: 144 UC: 0 Occupancy: 96.5% Stories: 2 Year Built: 1986 BR: 1, 2 Vacant Units: 5 Waitlist: None AR Year: Target Population: Family Yr Renovated: 2023 Rent Special: None Notes: 1-br rent range due to floorplan; Rents change daily	Contact: Sonia Phone: (575) 522-7707
14	Los Altos Apts. 2301 El Camino Real, Las Cruces, NM 88007  Total Units: 72 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 2007 BR: 2, 3 Vacant Units: 0 Waitlist: 27 HH AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Tax Credit (57 units); Market-rate (15 units)	Contact: Shelene Phone: (575) 525-8535
15	Mira Vista Senior Villas 2141 N Solano Dr, Las Cruces, NM 88001  Total Units: 76 UC: 0 Occupancy: 100.0% Stories: 3 w/Elevator Year Built: 2004 BR: 1 Vacant Units: 0 Waitlist: 15 HH AR Year: Target Population: Senior 62+ Yr Renovated: Rent Special: None Notes: Tax Credit (60 units); Market-rate (16 units)	Contact: Shelene Phone: (575) 647-8444



Comparable Property Senior Restricted (MRR) Market-Rate (MRT) Market-Rate & Tax Credit (MRG) Market-Rate & Government-Subsidized (MIN) Market-Rate & Income-Restricted (not LIHTC)	(MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized (TAX) Tax Credit (TGS) Tax Credit & Government-Subsidized (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC) (TIN) Tax Credit & Income-Restricted (not LIHTC) (TMG) Tax Credit, Market-Rate & Government-Subsidized	(TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized (INR) Income-Restricted (not LIHTC) (ING) Income-Restricted (not LIHTC) & Government-Subsidized (GSS) Government-Subsidized (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
---	---	--

16	Montana Meadows Apts. 201 E Montana Ave, Las Cruces, NM 88005	Contact: Savannah Phone: (575) 524-1873
	Total Units: 80 UC: 0 Occupancy: 100.0% Stories: 1 Year Built: 1979 BR: 1 Vacant Units: 0 Waitlist: 50 HH AR Year: Target Population: Senior 62+, Disabled Yr Renovated: 2001 Rent Special: None Notes: Tax Credit; HUD Section 8	
17	Montana Senior Village I 370 & 305 Montana Ave, Las Cruces, NM 88005	Contact: Liza Phone: (575) 647-0918
	Total Units: 48 UC: 0 Occupancy: 100.0% Stories: 1,2,3 w/Elevator Year Built: 2000 BR: 1, 2 Vacant Units: 0 Waitlist: 3-6 mos AR Year: Target Population: Senior 55+ Yr Renovated: Rent Special: None Notes: Tax Credit	
18	Montana Senior Village II 355 Montana Ave., Las Cruces, NM 88005	Contact: Liza Phone: (575) 647-0918
	Total Units: 90 UC: 0 Occupancy: 100.0% Stories: 3 w/Elevator Year Built: 2002 BR: 1, 2 Vacant Units: 0 Waitlist: 3-6 mos AR Year: Target Population: Senior 62+ Yr Renovated: Rent Special: None Notes: Tax Credit (66 units); Market-rate (24 units)	
19	Omni Center Square 2049 S. Triviz Dr., Las Cruces, NM 88001	Contact: Theresa Phone: (575) 522-6664
	Total Units: 212 UC: 0 Occupancy: 100.0% Stories: 2,3 Year Built: 1986 BR: 1, 2 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family, Student Yr Renovated: Rent Special: None Notes:	
20	Park Place Apts. 3245 E University Ave, Las Cruces, NM 88011	Contact: Melissa Phone: (575) 522-7888
	Total Units: 292 UC: 0 Occupancy: 92.8% Stories: 2 Year Built: 1989 BR: 1, 2, 3 Vacant Units: 21 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Rent range for floor level	

✓ Comparable Property ♦ Senior Restricted ■ (MRR) Market-Rate ■ (MRT) Market-Rate & Tax Credit ■ (MRG) Market-Rate & Government-Subsidized ■ (MIN) Market-Rate & Income-Restricted (not LIHTC)	■ (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (TAX) Tax Credit ■ (TGS) Tax Credit & Government-Subsidized ■ (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC) ■ (TIN) Tax Credit & Income-Restricted (not LIHTC) ■ (TMG) Tax Credit, Market-Rate & Government-Subsidized	■ (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (INR) Income-Restricted (not LIHTC) ■ (ING) Income-Restricted (not LIHTC) & Government-Subsidized ■ (GSS) Government-Subsidized ■ (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
---	---	--

21	Pavilions at Southfork 435 Ithaca Ct, Las Cruces, NM 88011	Contact: Brianna Phone: (575) 521-3260
	Total Units: 140 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 2003 BR: 1, 2, 3 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	
22	Quail Ridge Apts. 251 Roadrunner Pkwy, Las Cruces, NM 88011	Contact: Nate Phone: (575) 522-0800
	Total Units: 216 UC: 0 Occupancy: 98.1% Stories: 2 Year Built: 2002 BR: 1, 2, 3 Vacant Units: 4 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	
23	Regency Pointe Apts. 3000 Majestic Ridge, Las Cruces, NM 88011	Contact: Trace Phone: (575) 532-9000
	Total Units: 90 UC: 0 Occupancy: 97.8% Stories: 2.5 Year Built: 1984 BR: 1, 2, 3 Vacant Units: 2 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	
24	Robledo Ridge Apts. 1519 Medina Dr, Las Cruces, NM 88007	Contact: Theresa Phone: (575) 556-9820
	Total Units: 71 UC: 0 Occupancy: 100.0% Stories: 1 Year Built: 1974 BR: 3 Vacant Units: 0 Waitlist: 15 HH AR Year: Target Population: Family Yr Renovated: 2013 Rent Special: None Notes: Market-rate (11 units); Tax Credit & HUD Section 8 (60 units)	
25	Sonoma Palms Apts. 4260 Northrise Dr, Las Cruces, NM 88011	Contact: Christina Phone: (575) 635-4089
	Total Units: 192 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 2013 BR: 1, 2, 3 Vacant Units: 0 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes: Rents change daily; Rent range due to upgraded amenities; Does not keep a WL	

 Comparable Property	 (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized	 (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized
 Senior Restricted	 (TAX) Tax Credit	 (INR) Income-Restricted (not LIHTC)
 (MRR) Market-Rate	 (TGS) Tax Credit & Government-Subsidized	 (ING) Income-Restricted (not LIHTC) & Government-Subsidized
 (MRT) Market-Rate & Tax Credit	 (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC)	 (GSS) Government-Subsidized
 (MRG) Market-Rate & Government-Subsidized	 (TIN) Tax Credit & Income-Restricted (not LIHTC)	 (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
 (MIN) Market-Rate & Income-Restricted (not LIHTC)	 (TMG) Tax Credit, Market-Rate & Government-Subsidized	



26	Sonoma Pointe Apts. 4200 Northrise Dr, Las Cruces, NM 88011	Contact: Austin Phone: (575) 636-7645
	Total Units: 104 UC: 0 BR: 1, 2 Target Population: Family Rent Special: None Notes: Does not keep a WL	Occupancy: 90.4% Vacant Units: 10 Stories: 2 Waitlist: None Year Built: 2019 AR Year: Yr Renovated:
27	Sun Ridge Village Apts. 2330 E. Nevada Ave., Las Cruces, NM 88001	Contact: Dotty Phone: (575) 523-0400
	Total Units: 152 UC: 0 BR: 1, 2 Target Population: Family Rent Special: None Notes: Rents change daily	Occupancy: 100.0% Vacant Units: 0 Stories: 2 Waitlist: None Year Built: 1989 AR Year: Yr Renovated:
28	Tuscany Villa Apts. 1151 Roadrunner Pkwy, Las Cruces, NM 88011	Contact: Jordan Phone: (575) 532-8200
	Total Units: 137 UC: 0 BR: 1, 2, 3 Target Population: Family Rent Special: None Notes: 3-br rent range due to units with a yard & attached garage, upgraded amenities; Keeps a WL - 0 HH	Occupancy: 100.0% Vacant Units: 0 Stories: 2 Waitlist: None Year Built: 2003 AR Year: Yr Renovated:
29	Vista Montana Apts. 316 Foster Rd., Las Cruces, NM 88005	Contact: Teylor Phone: (575) 541-1900
	Total Units: 80 UC: 0 BR: 2, 3, 4 Target Population: Family Rent Special: None Notes: Tax Credit	Occupancy: 100.0% Vacant Units: 0 Stories: 2 Waitlist: None Year Built: 2006 AR Year: Yr Renovated:
30	Vue Apts. 2372 Saturn Cir, Las Cruces, NM 88012	Contact: Joni Phone: (575) 528-8128
	Total Units: 24 UC: 0 BR: 1, 2, 3 Target Population: Family Rent Special: None Notes:	Occupancy: 100.0% Vacant Units: 0 Stories: 1,2 Waitlist: 25 HH Year Built: 2019 AR Year: Yr Renovated:

 Comparable Property	 (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized	 (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized
 Senior Restricted	 (TAX) Tax Credit	 (INR) Income-Restricted (not LIHTC)
 (MRR) Market-Rate	 (TGS) Tax Credit & Government-Subsidized	 (ING) Income-Restricted (not LIHTC) & Government-Subsidized
 (MRT) Market-Rate & Tax Credit	 (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC)	 (GSS) Government-Subsidized
 (MRG) Market-Rate & Government-Subsidized	 (TIN) Tax Credit & Income-Restricted (not LIHTC)	 (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
 (MIN) Market-Rate & Income-Restricted (not LIHTC)	 (TMG) Tax Credit, Market-Rate & Government-Subsidized	



31	Willow Brook Apts. 3260 Venus St, Las Cruces, NM 88012	Contact: Gabrielle Phone: (575) 382-2022
	Total Units: 65 UC: 0 Occupancy: 90.8% Stories: 2 Year Built: 1993 BR: 1, 2 Vacant Units: 6 Waitlist: None AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	
32	Willow Springs Apts. 3402 Bixler Dr, Las Cruces, NM 88012	Contact: Victor Phone: (575) 382-2022
	Total Units: 200 UC: 0 Occupancy: 100.0% Stories: 2 Year Built: 2018 BR: 1, 2 Vacant Units: 0 Waitlist: 2-br; 1 HH AR Year: Target Population: Family Yr Renovated: Rent Special: None Notes:	

✓ Comparable Property ◆ Senior Restricted ■ (MRR) Market-Rate ■ (MRT) Market-Rate & Tax Credit ■ (MRG) Market-Rate & Government-Subsidized ■ (MIN) Market-Rate & Income-Restricted (not LIHTC)	■ (MIG) Market-Rate, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (TAX) Tax Credit ■ (TGS) Tax Credit & Government-Subsidized ■ (TMI) Tax Credit, Market-Rate, Income-Restricted (not LIHTC) ■ (TIN) Tax Credit & Income-Restricted (not LIHTC) ■ (TMG) Tax Credit, Market-Rate & Government-Subsidized	■ (TIG) Tax Credit, Income-Restricted (not LIHTC) & Govt-Subsidized ■ (INR) Income-Restricted (not LIHTC) ■ (ING) Income-Restricted (not LIHTC) & Government-Subsidized ■ (GSS) Government-Subsidized ■ (ALL) Tax Credit, Market-Rate, Govt-Subsidized & Income-Restricted
---	---	--

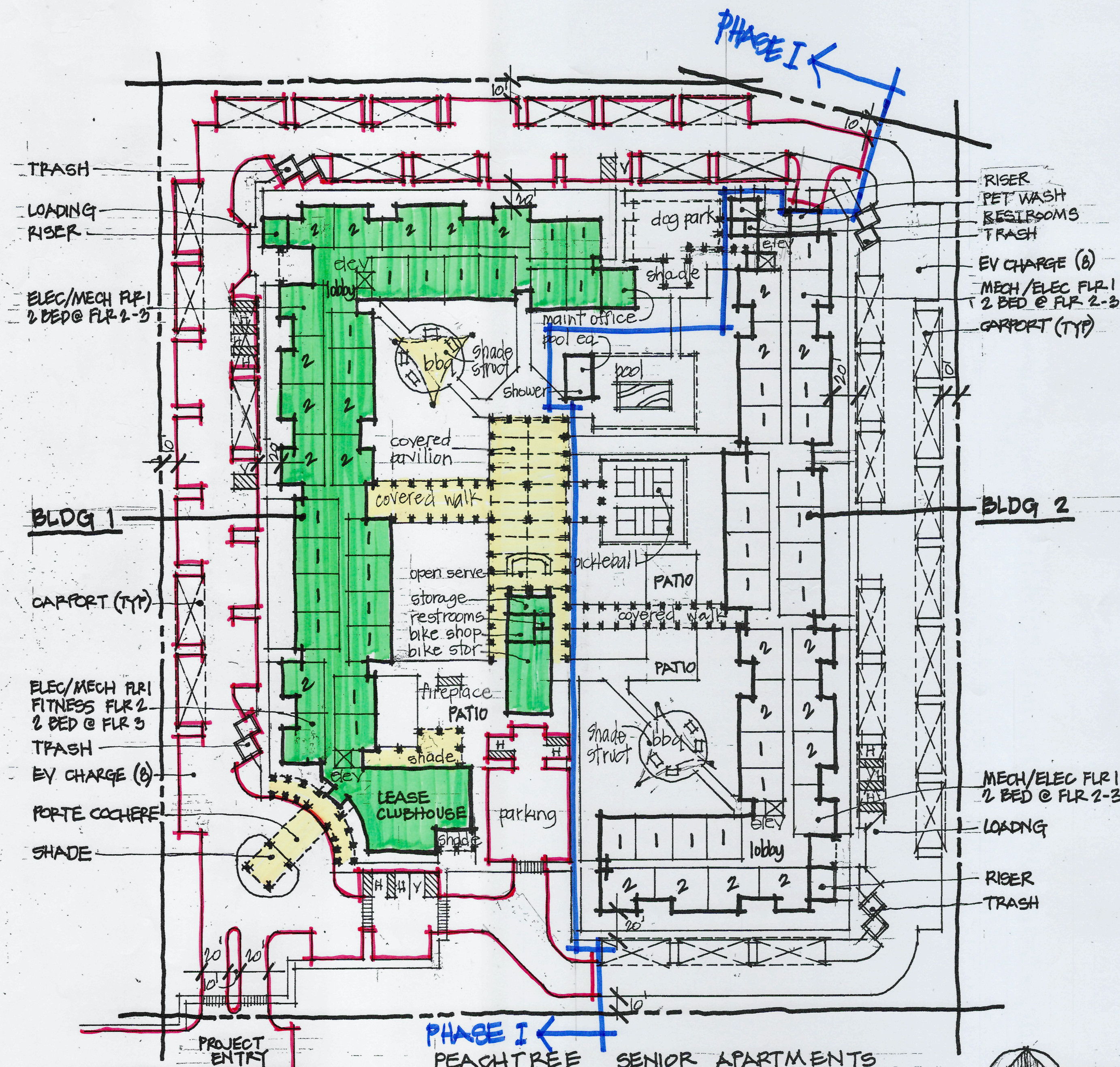
Source: Mesilla Valley Housing Authority
Effective: 01/2024

Monthly Dollar Allowances

		Garden						Townhome					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	10	12	13	15	16	18	13	16	18	19	21	23
	+Base Charge	14	14	14	14	14	14	14	14	14	14	14	14
	Bottled Gas	64	79	86	97	105	120	86	101	116	127	139	150
	Electric	10	11	15	18	21	25	14	17	21	25	29	33
	Heat Pump	8	10	12	13	15	16	10	12	14	16	18	20
	Oil	0	0	0	0	0	0	11	12	12	12	13	13
Cooking	Natural Gas	2	2	3	4	5	6	2	2	3	4	5	6
	Bottled Gas	11	11	19	26	34	37	11	11	19	26	34	37
	Electric	4	5	7	9	11	13	4	5	7	9	11	13
Other Electric		15	17	24	31	37	44	18	22	30	39	47	56
+Base Charge		8	8	8	8	8	8	8	8	8	8	8	8
Air Conditioning		8	9	13	16	20	23	8	9	15	22	28	35
Water Heating	Natural Gas	4	4	7	9	11	13	5	6	8	11	13	16
	Bottled Gas	26	30	45	56	71	82	34	37	52	71	86	101
	Electric	9	11	14	17	20	23	11	13	17	21	25	28
	Oil	5	6	8	12	14	17	6	7	11	14	17	21
Water		25	26	30	35	40	45	25	26	30	35	40	45
Sewer		27	28	30	32	35	39	27	28	30	32	35	39
Trash Collection		23	23	23	23	23	23	23	23	23	23	23	23
Internet*													
Cable*													
Alarm Monitoring*													

* Estimated- not from source





PROJECT SUMMARY

SITE
PROPOSED ZONE R-3
20 du/ac ALLOWABLE
1/4 9.8 acres
196 UNITS ALLOWABLE
193 UNITS PROPOSED
35' HEIGHT LIMIT
35' PROPOSED HEIGHT (TOP OF ROOF TRUSS)

BUILDING 1

FLOOR	1b	2b	total
1	20	11	31
2	20	12	32
3	20	13	33
total	60	36	96

BUILDING 2

FLOOR	1b	2b	total
1	19	12	31
2	19	14	33
3	19	14	33
total	57	40	97

PARKING - CAR

1.5 spaces/unit REQUIRED
 $1.5 \times 193 = 290$
294 SPACES PROVIDED
265 standard
13 access
16 EV

PARKING - BIKE

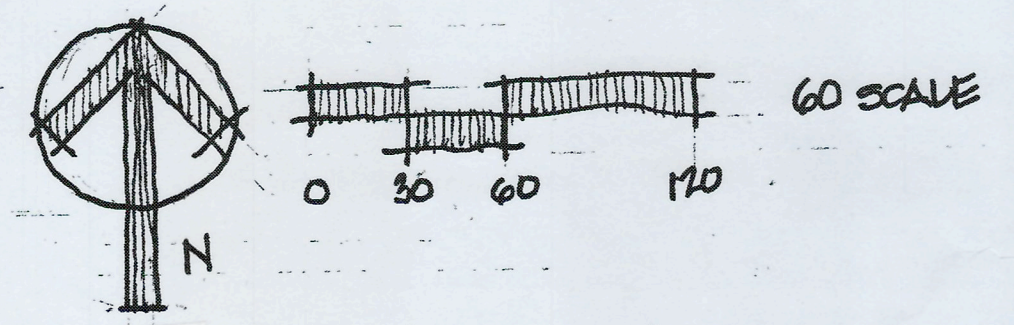
1 space/4 du REQUIRED
 $193 \div 4 = 49$ SPACES REQ'D
49 SPACES PROVIDED

ESTIMATED BLDG SQ FT

1/2- 212,000 sq ft

PEACHTREE SENIOR APARTMENTS
REVISED SITE PLAN 11.5.24
PERLMAN ARCHITECTS ARIZONA

PHASE I PARKING
PHASE I BUILDING
PHASE I SHADE





25-070

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	December 2, 2024
Drafter:	Joe Padilla	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To accept awarded grants and adjust the FY2025 budget and FY2025 Capital Improvements Program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:
[Exhibit "A" Fund Summaries](#)
[Exhibit "B" - FY2025-2030 CIP](#)
[Attachment "A" Grant Listing](#)
[Attachment "B" LCU - FY25 RAID NMED Agreement Executed](#)
[Attachment "C" PD - FY25 COPS TECP CDS USDOJ Agreement Executed](#)
[Attachment "D" PD - FY25 Federal VOCA Formula Grant NMCVRC Agreement Executed](#)
[Attachment "E" PW - MVCH Inc Office Renovations w HUD grant agreement w CLC fully executed](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:

Agenda Item #7.3.

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

Does this action amend the Capital Improvement Plan (CIP)?

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the budget adjustments as presented and amend the City's FY2025 Budget and FY2025 Capital Improvements Program.
2. Vote "No"; this will not approve the Resolution to adjust the FY2025 Budget and FY2025 Capital Improvements Program as presented and return the funds to the granting agency.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-070

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby amends the FY2025 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2025 Capital Improvements Program, is hereby amended as outlined in Exhibit "B", attached hereto and made a part of this Resolution, is hereby approved.

(III)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	17,343,282	230,125	17,573,407
State Grants	7,421,065	8,184,567	0	8,184,567
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	25,717,205	230,125	25,947,330
TOTAL RESOURCES	\$ 23,122,566	25,717,205	230,125	26,218,065
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,362,345	230,125	4,592,470
Las Cruces Fire Department	1,415,683	1,251,217	0	1,251,217
Utilities	378,926	385,367	0	385,367
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	0	233,737
Human Resources	0	0	0	0
Financial Services	366,296	359,855	0	359,855
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	310,190	0	310,190
Parks & Recreation	0	615,441	0	615,441
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 22,854,616	25,742,585	230,125	25,972,710
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 267,950	(25,380)	0	245,355

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,719,299	4,709,108	600,000	5,309,108
State Grants	16,008,103	30,789,572	0	30,789,572
Local Grants	799,144	329,755	0	329,755
Debt Service	0	0	0	0
Total Revenues	20,526,547	35,828,435	600,000	36,428,435
TOTAL RESOURCES	\$ 20,526,547	35,828,435	600,000	36,428,435
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	5,915,250	0	5,915,250
Legal	0	0	0	0
Las Cruces Police Department	0	650,000	0	650,000
Las Cruces Fire Department	400,000	221,241	0	221,241
Utilities	0	0	0	0
Economic Development	2,103,908	3,527,034	0	3,527,034
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	2,636,377	6,154,349	0	6,154,349
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	18,299,814	600,000	18,899,814
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 20,526,547	35,828,435	600,000	36,428,434
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	1

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5500 SOLID WASTE OPERATIONS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,455,592	0	0	2,455,592
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	233,400	233,400	0	233,400
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	18,148,827	18,148,827	0	18,148,827
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	500	500	0	500
Miscellaneous Revenues	14,789	14,789	0	14,789
Federal Grants	0	257,600	0	257,600
State Grants	0	0	50,000	50,000
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	18,397,516	18,655,116	50,000	18,705,116
TOTAL RESOURCES	\$ 20,853,108	18,655,116	50,000	21,160,708
Expenditures				
General Government	4,284,725	4,284,725	0	4,284,725
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	15,711,790	16,469,396	50,000	16,519,396
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 19,996,515	20,754,121	50,000	20,804,121
Other Resources				
Operating Transfers In	1,000,000	1,000,000	0	1,000,000
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 1,000,000	1,000,000	0	1,000,000
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,856,593	(1,099,005)	0	1,356,587

**City of Las Cruces
Capital Improvements Program
FY 2025-2030**

Exhibit "B"

Amended: 12/2/2024

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		7,586,316	370,000	809,000	635,000	635,000	635,000	
Active Transportation - Newly Funded		500,000	-	-	-	-	-	
Trails +	Parks and Recreation	500,000						Grants
Active Transportation - Carryover Projects		7,086,316	370,000	635,000	635,000	635,000	635,000	
Active Transportation Program		5,821,842	(130,000)	135,000	135,000	135,000	135,000	Bonds, Grants, Taxes
Active Transportation Projects	Public Works	2,321,303						Bonds, Grants
<i>Pending Design Approval</i>			(265,000)					
Madrid Ave Extension	Public Works	1,763,802						Bonds
Pedestrian Safety Improvements	Public Works	736,737	135,000	135,000	135,000	135,000	135,000	Taxes, Telshor
South Main St	Public Works	1,000,000						Bonds
Dona Ana Move Trail	Parks and Recreation	631,446						Grants, Taxes
Las Cruces Lateral RTP Trail	Parks and Recreation	467,423						Grants
Trail Renovations	Parks and Recreation	100,000	500,000	500,000	500,000	500,000	500,000	Grants, Taxes
Tortugas Trail	Parks and Recreation	65,604						Grants
Active Transportation - Future Projects		-	-	174,000	-	-	-	
Green Cool Corridors for Bicycles	Sustainability		-	174,000				Grants, Taxes
AIRPORT		3,481,998	20,861,423	15,020,000	3,600,000	2,700,000	24,320,000	
Airport - Carryover Projects		3,342,198	2,000,000	-	-	-	-	
LRU Airport Infrastructure Improvements	Las Cruces Airport	546,556						Grants
LRU Runway Improvements	Las Cruces Airport	2,427,209						Grants, Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,427,209	2,000,000					Grants, Taxes
LRU Runway 12/30 Blast Pads	Las Cruces Airport	271,128						Grants, Taxes
LRU Taxilane Improvements	Las Cruces Airport	97,305						Grants
Airport - Annual Projects		139,800	200,000	200,000	200,000	200,000	200,000	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	Taxes
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	75,000	75,000	75,000	75,000	75,000	75,000	Taxes
Airport - Future Projects		-	18,661,423	14,820,000	3,400,000	2,500,000	24,120,000	
LRU Airport Rotating Beacon	Las Cruces Airport		170,000					Grants, Taxes
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport		415,000					Grants
LRU Maintenance Facility Design and Construction	Las Cruces Airport		500,000					Grants
LRU Airline Ground Support Equipment Facility Design & Construction	Las Cruces Airport							Grants
LRU Airport Maintenance Equipment	Las Cruces Airport		850,000					Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport		2,800,000					Grants, Taxes
LRU Runway Improvements	Las Cruces Airport	-	13,926,423	-	-	-	12,850,000	Grants
LRU Runway 8/26 Blast Pads	Las Cruces Airport		163,520					Grants, Taxes
LRU Runway 12/30 Extension	Las Cruces Airport		13,500,000					Grants
<i>2024 Legislative Appropriations (R)</i>			262,903					
Runway 8/26 Extension	Las Cruces Airport						12,850,000	Grants, Taxes
LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport			1,900,000				Grants
LRU Infrastructure Extensions/Improvements	Las Cruces Airport			4,500,000				Grants
LRU Passenger Terminal Design and Construction	Las Cruces Airport	-		5,220,000				Grants, Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport				3,400,000			Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport					2,500,000		Grants
LRU Apron West Rehabilitation	Las Cruces Airport						70,000	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport						11,200,000	Grants
ATTAINABLE/AFFORDABLE HOUSING		16,052,584	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
Attainable/Affordable Housing - Newly Funded Projects		5,872,334	-	-	-	-	-	
2024 Bond 2024 - Affordable Housing Development	Neighborhood Housing	5,872,334						Bonds

Agenda Item #7.5.

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Attainable/Affordable Housing - Carryover Projects		10,180,250	-	-	-	-	-	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	10,180,250						Grants, Taxes, Telshor
Attainable/Affordable Housing - Future Projects		-	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		346,000	8,039,500	505,500	505,500	505,500	505,500	
City Operational Facilities - Newly Funded		346,000	-	-	-	-	-	
Well Monitoring	Public Works	346,000						Telshor
City Operational Facilities - Annual Projects		-	255,500	255,500	255,500	255,500	255,500	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		-	7,784,000	250,000	250,000	250,000	250,000	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		-	137,000	92,000	92,000	-	-	
Equipment & IT - Future Projects		-	137,000	92,000	92,000	-	-	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		9,921,629	13,330,000	800,000	-	-	-	
Non-Profit - Carryover Projects		9,921,629	12,330,000	-	-	-	-	
Arts and Cultural District Improvements	Non-Profit	2,507,766						Bonds, Taxes, Grants
Children's Museum Facility	Quality of Life	690,746						Grants
La Casa, Inc. Safety and Security Improvements	Non-Profit	574,200	-					Grants
MV Community of Hope - Building 1, Solar Project	Non-Profit	400,000	600,000					Grants
MV Community of Hope - Expansion Remodel	Non-Profit	1,771,268	400,000					Grants
MV Community of Hope Flooring	Non-Profit	10,317						Grants
MV Community of HopeHealth Facility	Non-Profit	164,832	330,000	-	-	-	-	Grants
MVCoH Health Facility Improvements	Non-Profit	164,832	330,000					Grants
MV Community of Hope - Jardin de los Niños Re-Roof	Non-Profit	528,500	150,000					Grants
MVCoH Restroom Showers & Mechanical Room Rehabilitation	Non-Profit	269,000						Telshor
MV Community of Hope - The Kitchens	Non-Profit	3,005,000	10,850,000					Grants
Non-Profit - Future Projects		-	1,000,000	800,000	-	-	-	
MVCoH Patio to Office Remodel	Non-Profit		1,000,000					Grants
MV Community of Hope - Jardin de los Niños Security Improvements	Non-Profit			200,000				Grants
MVCoH Solar Parking Structure	Non-Profit			600,000				Grants
OTHER		8,924,479	7,235,000	1,755,000	1,755,000	1,755,000	1,755,000	
Other - Carryover Projects		8,924,479	280,000	280,000	280,000	280,000	280,000	
GO Bond - ARPA	Public Works	435,047						Bonds
Villa Mora Dam Park Study	Parks and Recreation	795,157						Bonds
Downtown Shade Structures	Economic Development	3,121,253						TIDD
Callecitas Shade	Economic Development	2,700,000						TIDD
Plaza Shade	Economic Development	421,253						Bonds
Mesquite Historical District Renovations	Public Works	1,025,000						Grants
Senior Programs Kitchen Equipment/Senior Programs Vehicles	Quality of Life	426,769	280,000	280,000	280,000	280,000	280,000	Taxes, Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Other - Future Projects		-	6,955,000	1,475,000	1,475,000	1,475,000	1,475,000	
General Facilities Improvements		-	145,000	-	-	-	-	Grants, Taxes
Senior Programs Master Plan	Quality of Life		145,000					Grants, Taxes
LCIIP Gateway Signage & Pocket Park	Economic Development	-	335,000					Bonds, Grants, Taxes
LCIIP Infrastructure Improvements	Economic Development		5,000,000					Other
Safety, Health, Environmental & Emergency		-	1,475,000	1,475,000	1,475,000	1,475,000	1,475,000	Taxes
City Vacant /Abandoned Lots	Facilities Management		825,000	825,000	825,000	825,000	825,000	Taxes
Rehabilitation and Demolition of Vacant/Condemned Buildings	Facilities Management		650,000	650,000	650,000	650,000	650,000	Taxes
PARK IMPROVEMENTS		15,914,080	10,128,401	67,575,000	4,100,000	4,101,000	4,101,000	
Park Improvements - Newly Funded		5,184,599	5,490,401	4,225,000	4,075,000	4,075,000	4,075,000	
Benavidez Community Center Park Improvements	Parks and Recreation	734,599	1,265,401					Bonds, Grants, PIF, Taxes
Park Construction/Enhancements	Parks and Recreation	400,000						Telshor
Playground Renovations	Parks and Recreation	1,500,000	1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	Grants, Telshor
Legacy Park Renovations	Parks and Recreation	2,550,000	2,400,000	2,400,000	2,250,000	2,250,000	2,250,000	ARPA, Bonds, Grants, PIF, Taxes, Telshor
Park Improvements - Carryover Projects		10,706,231	1,784,000	3,325,000	-	-	-	
A. Fielder Memorial Safe Haven Renovations	Parks and Recreation	51,297						Taxes
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	2,045,990						Grants, Taxes, PIF
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation	623,818	144,000	3,200,000				ARPA, Bonds, Grants, Taxes
Chandler Tank Park	Parks and Recreation	1,079,203						PIF, Taxes
Gallagher Park Improvements	Parks and Recreation	26,377						Other
GO Bond 2018- Park & Sport Field Improvements & Additions	Public Works	30,874						Bonds
GO Bond 2022- Parks Improvements	Public Works	1,889,620						Bonds
GO Bond 2018 - Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						Bonds
Highland Park	Parks and Recreation	2,025,467						Bonds , Other , PIF
Klein Park Improvements	Parks and Recreation	208,098						Grants, PIF
Parks and Recreational Facilities Structural Renovations (+Lift Up Leg. App)	Parks and Recreation	400,000	585,000	125,000				Grants, Taxes
Park Drinking Fountains	Parks and Recreation	633,541	55,000					Telshor
Pioneer Women's Park Improvements	Parks and Recreation	768,220						Grants
Skate Park Renovation & Improvements	Parks and Recreation	671,813						Grants, PIF
Veteran's Memorial Park Enhancements	Parks and Recreation	247,500	1,000,000					ARPA, Bonds, Grants, Taxes
Park Improvements - Annual Projects		23,250	24,000	25,000	25,000	26,000	26,000	
Parks Shade Structures		23,250	24,000	25,000	25,000	26,000	26,000	Taxes
Park Structure Replacement	Parks and Recreation	23,250	24,000	25,000	25,000	26,000	26,000	Taxes
Park Improvements - Future Projects		-	2,830,000	60,000,000	-	-	-	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Light Poles at Hadley	Facilities Management		1,010,000					Bonds, Grants, Taxes
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Soldados Field Restroom	Parks and Recreation		550,000					Grants, Bonds, PIF, Taxes
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes
PARKS - NEW		9,815,965	3,200,000	8,855,000	1,500,000	2,700,000	1,500,000	
Parks - New - Carryover Projects		6,814,072	500,000	500,000	500,000	500,000	500,000	
GO Bond 2022- East Mesa Public Recreation Complex	Public Works	1,111,492						Bonds
E. Mesa Public Recreational Complex	Public Works	5,329,746						Bonds, PIF, Grants
East Mesa Public Safety Area Park	Parks and Recreation	96,221						PIF
Metro Verde Neighborhood Parks	Parks and Recreation	276,614	500,000	500,000	500,000	500,000	500,000	PIF
Parks - New - Annual Projects		3,001,893	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Land Acquisition, Planning, and Design for Parks	Parks and Recreation	1,300,000	500,000	500,000	500,000	500,000	500,000	Taxes, PIF
Neighborhood Parks		611,273	500,000	500,000	500,000	500,000	500,000	PIF, Taxes
Neighborhood Parks	Parks and Recreation	611,273	500,000	500,000	500,000	500,000	500,000	PIF, Taxes
New Skate Park- Plan and Design	Parks and Recreation	545,310						Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Parks - New - Future Projects		-	1,700,000	7,355,000	-	1,200,000	-	
Bike Park/Trail	Parks and Recreation		1,700,000	1,400,000				ARPA, Bonds, Grants, PIF
Four Field Baseball/Softball Complex	Parks and Recreation			5,955,000				Grants, Taxes
Waterfalls Park	Parks and Recreation					1,200,000		Grants, Bonds, PIF, Taxes
PUBLIC FACILITIES		18,725,189	29,233,230	32,438,796	12,387,396	38,988,396	13,382,396	
Public Facilities - Carryover Projects		4,206,161	3,000,000	-	-	-	-	
Branigan Cultural Center Improvements	Quality of Life	3,060,232						Taxes, TIDD
GO Bond 2018 - New Animal Shelter Facility	Public Works	33,520						Bonds
GO Bond 2022- Public Art	Quality of Life	340,000						Bonds
Public Art Program	Quality of Life	97,199						Grants
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	Parks and Recreation	66,083						Bond
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	609,127	3,000,000					Grants, PIF
Public Facilities - Annual Projects		14,519,028	7,922,234	18,639,700	2,054,700	6,039,700	6,039,700	
ADA Compliance	Facilities Management		101,200	101,200	101,200	101,200	101,200	Taxes
Convention Center FF&E	Facilities Management	75,000	75,000	75,000	75,000	75,000	75,000	Taxes
Downtown Parking Lots Renovation	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	TIDD
Downtown Parking Lot Program	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	TIDD
Roof Replacement Program	Facilities Management	2,255,000	438,000	-	-	-	-	Other
Meerscheidt Center Re-roof	Facilities Management	540,000						Bonds
Municipal Court Re-roof	Facilities Management	350,000						Bonds
Railroad Museum Re-roof	Facilities Management	150,000						Bonds, Grants, Taxes
Rio Grande Theater Re-roof	Facilities Management	400,000	118,000					TIDD
Museum of Art and Museum of Nature and Science Re-roof	Facilities Management	815,000						TIDD
Roof Inspections	Facilities Management	-	100,000					Taxes
Police Department Main Building - Re-roof	Facilities Management		110,000					Taxes
Police Department Academy - Re-roof	Facilities Management		110,000					Taxes
Parks Parking Lots		2,186,509	-	-	-	-	-	Grants, Taxes
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	-	-	-	-	-	-	Grants, Taxes
Paz Ball Field Parking Lot Improvements	Parks and Recreation	-						Taxes
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	-						Grants
Veterans' Park Parking Lot	Parks and Recreation	2,186,509						Grants, Taxes
Safety, Health, Environmental & Emergency		387,774	1,015,500	330,500	345,500	330,500	330,500	Grants, Taxes
City Hall Security Upgrades	Facilities Management	24,560	270,500	255,500	270,500	255,500	255,500	Taxes
HR Remodel	Facilities Management	110,000						Taxes
Surveillance and Access Controls (Key Cards)	Facilities Management	153,214						Taxes
Downtown Security Cameras	Economic Development	100,000						TIDD
Parks Sidewalk Replacement	Facilities Management	-	75,000	75,000	75,000	75,000	75,000	Grants, Taxes
Fire Alarm & Security Upgrades	Facilities Management		670,000					Taxes
General Facilities Improvements Program		9,515,341	5,104,534	17,100,000	1,000,000	5,000,000	5,000,000	Bonds, Grants, Taxes, Telshor
General Facilities Improvements	Facilities Management	97,459						Telshor
Amador Hotel Renovation	Quality of Life	4,063,187	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	Taxes, TIDD
Benavidez Center Renovations	Quality of Life	126,225	-					Grants, Taxes
Branigan Library - Expansion Phase II/Branch	Quality of Life	71,015	1,750,000	15,750,000				Grants, Taxes
Communication and Cashier Offices Construction	Facilities Management	466,353						Taxes
Frank O'Brien Papen Center Dining Room Floor	Quality of Life	35,000						Grants
Meerscheidt Center	Facilities Management	2,000,000						Bonds
Meerscheidt Recreation Center Improvements	Parks and Recreation	157,678						Taxes
Munson Senior Center Renovations	Quality of Life	2,243,611						Grants, Taxes
Museum of Nature and Science - Improvements	Quality of Life	254,813	75,000	175,000	-	-	-	Grants, Taxes
Atrium Redesign	Quality of Life	44,813						Grants
Technology Improvements	Quality of Life	210,000						TIDD
Nature Center Redesign	Quality of Life		75,000	175,000				Grants, Taxes
Page Café Expansion	Quality of Life	-	2,204,534					Taxes
2024 Legislative Appropriations (R)			840,119					

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Public Facilities - Future Projects		-	18,310,996	13,799,096	10,332,696	32,948,696	7,342,696	
Generator Buffer Program	Facilities Management	-	50,000	15,000	15,000	15,000	15,000	Taxes
Generator Buffer Program	Facilities Management		50,000	15,000	15,000	15,000	15,000	Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks and Recreation		134,000					Grants, Taxes
	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Replacement Program	Facilities Management	-	40,500	463,000	40,500	40,500	40,500	Taxes
Generator Replacement Program	Facilities Management		40,500	40,500	40,500	40,500	40,500	Taxes
Sage Café Backup Generator	Quality of Life			422,500				Grants, Taxes
Parks and Recreational Facilities Structural Renovations	Parks and Recreation		685,000	125,000				Other
Eastside Senior Center Purchase and Renovation	Quality of Life		775,000	1,000,000				Grants
General Facilities Improvements		-	12,818,996	11,243,596	9,784,696	32,440,696	6,834,696	Grants, Bonds, Taxes
City Hall Furnishings	Facilities Management	-	80,000	80,000	80,000	80,000	80,000	Taxes
Museum of Art Improvements	Quality of Life		130,000	485,000	200,000			Grants, Taxes
Frank O'Brien Papen Community Center	Facilities Management		224,400	224,400				Taxes
WIA Rehabilitation	Facilities Management		236,470	151,470	156,470	151,470	156,470	Taxes
Railroad Museum Exterior Improvements	Quality of Life		249,900					Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks and Recreation		315,000	3,185,000				Grants, Other
Munson Center Floor	Quality of Life		750,000					Grants, Taxes
Plugged in for Good Community Energy Center	Sustainability		1,215,000					Grants
Municipal Court Rehabilitation	Facilities Management		6,618,226	6,618,226	6,598,226	6,598,226	6,598,226	Bonds, Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life		3,000,000			15,000,000		Grants, Bonds, Taxes
Branigan Library Renovation	Facilities Management			249,500	2,750,000	1,111,000		Grants, Bonds, Taxes
Munson Center Bathrooms	Quality of Life			250,000				Grants, Taxes
Museum Collections Storage Facility	Quality of Life					9,500,000		Bonds, Grants, Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Solar Array	RoadRunner Transit		2,700,000					Grants
New Sand Volleyball Courts	Parks and Recreation				40,000			Grants, Taxes
Public Safety - Carryover Projects		17,015,093	7,000,500	-	-	-	-	
Fire Station Maintance and Improvements	Fire Department	382,689	950,000	-	-	-	-	Grants
Fire Dept. Administration Building Improvements	Fire Department	82,689						Grants
Fire Station 2 Bay Remodel	Fire Department	100,000						Grants
Fire Station 6 Repairs	Fire Department	100,000						Grants
Fire Station 5	Fire Department	100,000						Grants
Fire Department CIT and MIH Building	Fire Department	2,555,084	800,000					ARPA, Grants
2024 Federal Legislative Appropriations			3,000,000					
Fire Station 9	Fire Department	11,835,615	1,100,000					Bonds, Grants, Telshor
GO Bond 2022 - New Fire Station	Fire Department	9,514,372						Bonds
GO Bond 2018 - New Fire Station No. 3 Building	Fire Department	19,407						Bonds
Police Department Building Renovation	Police Department	4,298	400,000					Grants, Taxes
Police Department Equipment	Police Department	468,000	500,500	-	-	-	-	Grants
Public Safety Regional Radio Communication System	Police Department	468,000	500,500					Grants
Safety, Health, Environmental & Emergency		1,750,000	250,000	-	-	-	-	Grants
Real Time Crime Center (RTCC)	Police Department	1,750,000	250,000					Grants
Public Safety - Annual Projects		-	1,340,000	1,340,000	240,000	-	-	
Fire Department Vehicles and Equipment	Fire Department		1,100,000	1,100,000				Bonds
Fire Station equipment	Fire Department		240,000	240,000	240,000			Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Public Safety - Future Projects		-	3,745,500	-	14,685,000	57,000,000	-	
Police North Parking Lot Fencing	Police Department		20,000					Taxes
Solar Canopy protective screen	Police Department		20,000					Taxes
Police Parking Lot Resurfacing	Police Department		25,000					Taxes
Public Safety Vehicle SWAT Command Vehicle	Police Department		100,000					Grants
Public Safety Vehicles - Bearcat	Police Department		350,000					Grants
Public Safety Vehicle - Rook	Police Department		450,000					Grants
Police Department Mobile Operation Command Vehicle	Police Department		750,000					Grants
Police Department Equipment	Police Department	-	800,500	-	2,100,000	-	-	Grants, PSIF, Taxes
Technology Equipment	Police Department		100,000					Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department		500,500					Grants
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department				2,100,000			Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department		200,000					Grants
Police Emergency Vehicles	Police Department		1,230,000					Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department				6,900,000			Bonds, Grants, PSIF, Taxes
Southwest Station Build	Fire Department				5,685,000			Other
Downtown Public Safety Complex	Police Department					57,000,000		Bonds, Taxes
PUBLIC TRANSIT		11,264,383	5,421,800	3,340,000	70,000	70,000	70,000	
Public Transit - Newly Funded		333,192	-	-	-	-	-	Grants
Transit Facilities FF&E	RoadRunner Transit	333,192						Grants
Public Transit - Carryover Projects		10,900,709	-	-	-	-	-	
Active Transportation		10,900,709	-	-	-	-	-	Grants, Taxes
Municipal Service Center - Transit	RoadRunner Transit	10,900,709						Grants, Taxes
Public Transit - Annual Projects		30,482	75,000	190,000	70,000	70,000	70,000	
Active Transportation		30,482	75,000	190,000	70,000	70,000	70,000	Grants
Transit Facilities Improvement Program	RoadRunner Transit	30,482	75,000	190,000	70,000	70,000	70,000	Grants
Public Transit - Future Projects		-	5,346,800	3,150,000	-	-	-	
Resiliency		-	5,346,800	3,150,000	-	-	-	Grants
Battery Storage	RoadRunner Transit			3,150,000				Grants
MVITT Inductive Charging	RoadRunner Transit		5,346,800					Grants
RESILIENCY		6,993,083	1,000,000	500,000	500,000	500,000	500,000	
Resiliency - Carryover Projects		324,961	-	-	-	-	-	
Fleet Electric Vehicle Chargers	Facilities Management	110,809	-	-	-	-	-	Taxes
Resiliency		214,152	-	-	-	-	-	Bonds
Solar Energy Photo Voltaic Projects	Sustainability	214,152						Bonds
Resiliency - Annual Projects		6,668,122	600,000	500,000	500,000	500,000	500,000	
Resiliency Program		6,668,122	600,000	500,000	500,000	500,000	500,000	Other, Taxes
Resiliency Projects	P&I	1,390,000						
Drainage Infrastructure Improvements	Public Works	3,568,122	500,000	500,000	500,000	500,000	500,000	Other
Storm Water System Mapping	Public Works	100,000	100,000					Other, Taxes
Casa Linda Acres Reconstruction	Public Works	650,000						Bonds
East Mesa Roads and Drainage (Cortez Rd)	Public Works	960,000						Bonds
Resiliency - Future Projects		-	400,000	-	-	-	-	
DC Fast Chargers for Electric Vehicles	Sustainability		200,000					Grants, Taxes
Public Electric Vehicle Chargers	Sustainability		200,000					Grants, Taxes
STREETS - NEW		-	40,424,000	8,424,000	-	-	-	
Streets - New - Future Projects		-	40,424,000	8,424,000	-	-	-	
High Mesa Road	Economic Development		32,000,000					Grants, Bonds, Taxes
Transit Loop Road	Economic Development		8,424,000	8,424,000				Grants, Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
STREETS IMPROVEMENTS		45,597,719	36,355,591	29,318,200	28,019,000	27,825,000	36,115,000	
Streets Improvements - Newly Funded		750,000	-	-	-	-	-	
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						TIDD
Streets Improvements - Carryover Projects		20,377,539	480,000	-	-	2,200,000	-	
Bellamah Drive - Lees Drive to Luna Street	Public Works	866,421						Bonds, Taxes
Casa Linda Acres Reconstruction	Public Works	2,984,760						ARPA, Taxes
Downtown Street Improvements		6,842,370		-	-	-	-	TIDD
Campo Street Design and Reconstruct	Public Works	6,842,370	-					TIDD
East Mesa Recreation Complex Roads	Public Works	385,364						Bonds, Taxes
Madrid Ave Extension - Evelyn St to N Triviz Dr (+AT Funds)	Public Works	2,832,250						Bonds, Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr.	Public Works	344,301						Bonds, Taxes
South Main St - Avenida de Mesilla to Boutz (+AT & CS Funds)	Public Works	3,299,983				2,200,000		Bonds, Grants, Taxes
Telshor Spruce Intersection Improvements	Public Works	791,160						Grants, Bonds, Taxes
University Ave. Complete Street Improvements-Design	Public Works	385,770	480,000					Grants
Unpaved Roads	Public Works	250,000						Taxes
Voluntary Assessment District Phase II	Public Works	1,330,313						Bonds
Streets Improvements - Annual Projects		24,470,180	16,661,167	17,715,000	17,715,000	13,215,000	13,215,000	
Complete Streets Program		7,660,000	2,479,500	4,500,000	4,500,000	-	-	Bonds
Complete Streets Projects		4,624,157						Bonds
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,699,406						Bonds
South Main St - Avenida de Mesilla to Boutz	Public Works	1,100,000						Bonds, Taxes
University Area Complete Streets- Design Study	Public Works	236,437	500,000	4,500,000	4,500,000			Grants, Bonds, Taxes
Idaho Ave.	Public Works							Grants, Bonds, Taxes
El Paseo Rd.	Public Works							Grants, Bonds, Taxes
Melendres Ave - Hadley to Picacho	Public Works							Bonds, Taxes
<i>Pending Design Approval</i>			1,979,500					
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,393,327	500,000	500,000	500,000	500,000	500,000	Grants, Bonds, Taxes
<i>2024 Legislative Appropriations (R)</i>			292,052					
Lift Up Las Cruces - Streets Improvements	Public Works	567,774	600,000	600,000	600,000	600,000	600,000	Bonds, Taxes
M.A.P. Match	Public Works	65,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	Public Works	240,000	240,000	240,000	240,000	240,000	240,000	Taxes
CO-OP Match	Public Works	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Land Acquisition - Public Works	Public Works	350,000	200,000	200,000	200,000	200,000	200,000	Taxes
Flood Control	Public Works	250,000	100,000	100,000	100,000	100,000	100,000	Taxes
Rights of Way	Public Works	100,000	100,000	100,000	100,000	100,000	100,000	Taxes
Median Landscaping	Parks and Recreation	1,127,844	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	Grants, Taxes
Median Improvements	Parks and Recreation	802,957						Taxes
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	324,887	-	-	-	-	-	Grants
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements	Public Works	8,334,131	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Taxes
Pavement Condition Index Improvements	Public Works	8,334,131	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Taxes
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	Taxes
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	Taxes
Roadway Maintenance Program	Public Works	1,705,119	1,846,000	1,846,000	1,846,000	1,846,000	1,846,000	Taxes
Chip Seal Program	Public Works	220,000	220,000	220,000	220,000	220,000	220,000	Taxes
Roadway Maintenance Program	Public Works	1,267,569	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	Taxes
Weed Control & Maintenance Program	Public Works	217,550	126,000	126,000	126,000	126,000	126,000	Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Grants, Taxes
Street Lighting and Traffic Signal Maintenance	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Taxes
Traffic Signal Program		621,694	1,416,667	450,000	450,000	450,000	450,000	Taxes, Grants
Lohman at Walnut and Walton Signal Improvement	Public Works	533,333	966,667					Taxes, Grants
Traffic Signal	Public Works	23,514	450,000	450,000	450,000	450,000	450,000	Taxes
Bataan Memorial at Rinconada	Public Works	64,847						Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Transportation System Modernization ITS	Public Works	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	Taxes
Streets Improvements - Future Projects		-	19,214,424	11,603,200	10,304,000	12,410,000	22,900,000	
McClure Rd & Carlyle Dr	Public Works		300,000	1,800,000	2,700,000	1,500,000		Taxes
Advancement Ave Expansion	Economic Development		516,384					Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Venture Blvd Expansion	Economic Development		900,000					Grants, Taxes
Ethel Ave/Houma St- N Miranda St to N Alameda Blvd	Public Works		718,250					Bonds, Taxes
Active Transportation			325,000					
Mountain Vista Parkway Expansion	Public Works		1,200,474					Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works		1,368,000					Bonds, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works		1,710,000					Bonds, Grants, Taxes
Johnson St - Rouault Ave to Topley Dr	Public Works		1,712,000					Bonds, Taxes
Sacramento St - Poplar Ave to Oasis Ave	Public Works		1,500,000					Grants, Bonds, Taxes
Med Park Ave - Idaho to Perkins Ave	Public Works		1,824,000					Bonds, Taxes
Rocket Drive Expansion	Economic Development		5,956,316					Bonds, Grants, Taxes
Sixth St- Hayner Ave to W. Hadley Ave	Public Works			484,000				Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works			726,000				Bonds, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works			871,200				Bonds, Taxes
Armijo St - W Organ Ave to W Mountain Ave	Public Works			1,331,000				Bonds, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works			1,391,000				Bonds, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works				652,800			Bonds, Taxes
Mountain Ave - Water St to Alameda Blvd	Public Works				640,000			Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works				768,000			Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works				1,664,000			Bonds, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works				3,379,200			Bonds, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	-	500,000	5,000,000	500,000	5,050,000	5,000,000	Bonds, Taxes
Street Lighting Management System	Public Works		500,000	5,000,000	500,000	5,000,000	5,000,000	Taxes
Targeted Road and Lighting Improvements - Design	Public Works					50,000		Bonds, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works					568,000		Bonds, Taxes
Parkview Dr - Espina St to E.O.P	Public Works					972,000		Bonds, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works					1,350,000		Bonds, Taxes
Aspen Ave-Sequoia Ave to S Valley Dr	Public Works					2,970,000		Bonds, Taxes
Elm St from Aspen Ave to Sequoia Ave	Public Works						1,300,000	Bonds, Taxes
Tamarack St from Aspen Ave to Sequoia Ave	Public Works						1,600,000	Bonds, Taxes
Solano Dr- Missouri to Lohman	Public Works						15,000,000	Bonds, Taxes
UTILITIES		23,993,474	104,307,123	27,939,881	3,130,000	3,340,000	2,770,000	
Utilities - Newly Funded Projects		10,000,000	-	-	-	-	-	
2023 PHMSA	Utilities	10,000,000						Other
Utilities - Carryover Projects		13,993,474	49,961,814	27,939,881	3,130,000	3,340,000	2,770,000	
2020 Wastewater Bond Projects	Utilities	220,001						Bonds
2020A Water Utilities Projects	Utilities	2,165,201						Bonds
Gas Admin Building Improvements	Utilities	553,333	549,750	673,998	125,000	125,000	125,000	Other
Gas Development	Utilities	146,055	780,455	1,468,364	300,000	300,000	300,000	Other
Gas Miscellaneous	Utilities	304,284	361,748	175,000	175,000	175,000	175,000	Other
Gas Rehabilitation	Utilities	1,906,857	6,135,724	3,463,396	360,000			Other
Solid Waste Building Improvements	Utilities	628,333	1,990,478	2,173,998				Other
Wastewater Building Improvements	Utilities	50,000	424,750	548,998	50,000	50,000	50,000	Other
Wastewater Development	Utilities	656,000	100,000	100,000	100,000	100,000	100,000	WWIF
Wastewater Miscellaneous	Utilities	155,966	396,569	230,000	230,000	230,000	230,000	Other
Wastewater Rehab	Utilities	328,406	6,290,463	760,000	510,000	760,000	510,000	Other
Wastewater Septic Systems (WW Dev)	Utilities	1,670,041						Other, Grants
Wastewater Street Utility Rehabilitation	Utilities	1,890,017	4,017,628	400,000	200,000	400,000	200,000	Other

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Water Building Improvements	Utilities	185,511	549,750	673,998	125,000	125,000	125,000	Other
Water Development	Utilities	154,224						WIF
Water Miscellaneous	Utilities	75,000	744,461	125,000	105,000	125,000	105,000	Other
Water Rehab	Utilities	2,138,870	22,438,644	5,914,864	850,000	950,000	850,000	Other
Water Rehab (NMFA)	Utilities	34,941						WWIF
WW23 Projects	Utilities	730,434	5,181,394	11,232,265				Bonds
Utilities - Future Projects		-	54,345,309	-	-	-	-	
Belt Filter Press Drainage Improvement	Utilities		93,000					Grants, Other
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Grants, Other
Lift Station Stationary Generator Installation	Utilities		100,000					Grants, Other
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Grants, Other
Water Valve Replacements	Utilities		120,000					Grants, Other
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Bonds
Transite Pipe Identification & Replacement	Utilities		5,000,000					Bonds
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes
ALL DEPARTMENTS								
Total Annual Projects		48,852,756	28,077,901	39,865,200	22,060,200	21,306,200	21,306,200	
Total Carryover Projects		123,793,112	77,706,314	32,679,881	4,545,000	6,955,000	4,185,000	
Total Future Projects		-	184,854,452	125,942,296	44,538,696	111,783,696	60,087,696	
Total Newly Funded Projects		22,652,933						
GRAND TOTAL		195,298,800.82	290,638,666	198,487,377	71,143,896	140,044,896	85,578,896	

Abbreviations:

<u>ARPA</u> - American Rescue Plan Act	Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations	<u>TIDD</u> - Tax Increment Development District
<u>Bonds</u> - Includes Bonds and Loans	<u>PIF</u> - Park Impact Fees	<u>WIF</u> - Water Impact Fees
<u>Grants</u> - Includes Local, State, Federal, or private entity	<u>PSIF</u> - Public Safety Impact Fees	<u>WWIF</u> - Wastewater Impact Fees
	<u>Telshor</u> - Telshor Fund	

Notes

 Indicates a Change Indicates newly submitted	Pending funding noted in italic (R) Leg. Appropriations Reauthorizations	Current funding sources noted in bold
--	--	--



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/07/2024

Grant Team Representative: Crystal Silva

Grant Award Amount: \$ 50,000.00

Council Budget Adjustment Date: 12/02/2024

Grant Agreement #: RAID-FY25-NT02

Grant Effective Date: 09/17/2024

Grant Reversion Date: 06/30/2025

Funding Agency: New Mexico Environment Department (NMED) - Solid Waste Bureau

PROJECT INFORMATION

Grant Project Title: Recycling and Illegal Dumping Fund (RAID) - Growing Green

Type of Funding: State Operating

Type of Grant: Competitive

Grant Type: State

Match Amount: \$ 0.00

Match Description: No Match Required-Provided

Match Percent/Ratio: 0

Match Source: N/A

City Fiscal Year: FY2025

Funder Fiscal Year: FY2025

Grant Scope of Work:

The Las Cruces Solid Waste Department will implement the "Growing Green: Composting in Public Schools" project to support food waste recycling at a local elementary school within the Las Cruces School District. Grant funds will be used to purchase food waste recycling bins and develop educational materials for use within the school. Food waste collected from the school will be diverted to the City's green and yard waste composting site.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 340- Utilities

User Dept: SELECT

Line of Business: 0534- Solid Waste Collections

Line of Business:

Program: 0534D- Solid Waste, Green Waste, Compost

Program:

Project Manager: Carl Pierce

Project Manager:

Phone: 575-528-3543

Phone:

Email: cpierce@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 5500-50534001-599200 \$50,000
Expense: 5500-50534011-721080 \$16,000
5500-50534011-701180 \$24,920
5500-50534011-701000 \$9,080

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 11/4/24

Project Number: 25769

Project Created By: Josie Trevino

Set-Up Date: 11/5/24

Accounting Comments: SCSWA ALSO HAS A RAID GRANT 25768



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/25/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: \$ 194,000.00

Council Budget Adjustment Date: 12/02/2024

Grant Agreement #: 15JCOPS-22-GG-02249-TECP

Grant Effective Date: 03/09/2024

Grant Reversion Date: 03/31/2026

Funding Agency: Department of Justice - Office of Community Oriented Policing Services (COPS)

PROJECT INFORMATION

Grant Project Title: FY24 COPS Technology and Equipment Program Invitational Solicitation

Type of Funding: Federal Operating & Capital

Type of Grant: Non-Competitive/Entitlement Recurring

Grant Type: Federal

Match Amount: 0.00

Match Description: No Match Required-Provided

Match Percent/Ratio: 0.00

Match Source: N/A

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2024

Grant Scope of Work:

The grant amount of \$194,000.00 is to purchase narcotic analyzers and expand the narcotics awareness program. This is an award made through a Congressionally Directed Spending funding program.

Does this grant involve Sub-Grantees or Pass Through Grants:
 ☐ YES
 ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 320- Police

User Dept: SELECT

Line of Business: Administration-PD

Line of Business:

Program: Traffic

Program:

Project Manager: Sean Mullen

Project Manager:

Phone: 575-528-4101

Phone:

Email: smullen@lascruces.gov

Email:

Check box if implementation and user departments are the same:
 ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
 (2100 for General Grants/4100 for Capital Grants)

REV:2100-20232006-599100-\$194,000.00
 EXP: 2100-20232006-808000-\$170,630,
 20232006-701000-\$9,290,
 20232006-601110-\$14,080

Capital Assets:
 ☐ YES
 ☒ NO

Reimbursable Grant:
 ☒
 Revenue Collected in Advance:
 ☐

Date to Accounting:

Project Number: 24125

Project Created By: Josie Trevino

Set-Up Date: 11/4/24

Accounting Comments:



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/24/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: \$ 36,125.00

Council Budget Adjustment Date: 12/02/2024

Grant Agreement #: 15POVC-22-GG-00784-ASSI

Grant Effective Date: 10/01/2024

Grant Reversion Date: 09/30/2025

Funding Agency: State of New Mexico Crime Victims' Reparation Commission (NMCVRC)

PROJECT INFORMATION

Grant Project Title: FY2022 VOCA Victim Assistance

Type of Funding: Federal Passthrough to State

Type of Grant: Competitive

Grant Type: State

Match Amount: \$ 9,031.00

Match Description: Local Cash Match

Match Percent/Ratio: 25%

Match Source: 1000-10432002-601010

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2022

Grant Scope of Work:

This grant funds about 50% of salaries and fringe benefits for the two Victims Advocates at the Police Department. These staff members provide services and resources to victims of crime in the City of Las Cruces.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 320- Police

User Dept: SELECT

Line of Business: Administration-PD

Line of Business:

Program: Administration

Program:

Project Manager: Sean Mullen

Project Manager:

Phone: 575-528-4101

Phone:

Email: smullen@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue:2100-20132001-599100-\$36,125.00
Expenses: 2100-20132001-601010-\$36,125.00
Match:1000-10432002-601010- \$9,031.00

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒

Revenue Collected in Advance: ☐

Date to Accounting: 10/30/24

Project Number: 25100

Project Created By: JOSIE TREVINO

Set-Up Date: 11/1/24

Accounting Comments: PRIOR YEAR PROJECT # 24100



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/28/2024

Grant Team Representative: Gabriela Prats

Grant Award Amount: \$ 600,000.00

Council Budget Adjustment Date: 12/02/2024

Grant Agreement #: B-23-CP-NM-1045

Grant Effective Date: 10/25/2024

Grant Reversion Date: 08/31/2031

Funding Agency: US Department of Housing & Urban Development (HUD) through Mesilla Valley Community of Hope, Inc.

PROJECT INFORMATION

Grant Project Title: Mesilla Valley Community of Hope Renovations

Type of Funding: Federal Capital

Type of Grant: Competitive

Grant Type: Other/Foundation

Match Amount: \$ 0.00

Match Description: No Match Required-Provided

Match Percent/Ratio:

Match Source:

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2024

Grant Scope of Work:

Mesilla Valley Community of Hope (MVCH), Inc. received a grant for \$600,000.00 from HUD to fund the renovations needed as the organization has outgrown its existing space. The funds were awarded to build out offices, bathrooms, HVAC, storage, and equipment and furniture in the unoccupied portion of the building it currently occupies. The Public Works Department is implementing the construction and MVCH, Inc. will reimburse the City for expenses within 15 days of payment from HUD.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works

User Dept: SELECT

Line of Business: Architectural Management

Line of Business:

Program: Public Infrastructure

Program:

Project Manager: Sreedevi Bhathala Mohanraj

Project Manager:

Phone: 575-541-2538

Phone:

Email: sbhathalam@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

REV: 4100-40255005-599100 - \$600,000.00

EXP: 4100-40255005-801000 - \$600,000.00

Capital Assets: ☒ YES ☐ NO

Reimbursable Grant: ☒ Revenue Collected in Advance: ☐

Date to Accounting: 10/28/24

Project Number: 23045

Project Created By:

Set-Up Date:

Accounting Comments:

Agenda Item #7.3.**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU****PROJECT # RAID- FY25-NT02
RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the New Mexico Environment Department (“NMED”) and the City of Las Cruces (“GRANTEE”) (collectively, “the parties”).

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, (“RAIDA”) which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

WHEREAS, the GRANTEE is a municipality established under NMSA 1978 § 3-1-1 to -66-11; and

WHEREAS, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

WHEREAS, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

NOW THEREFORE, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to **FIFTY THOUSAND DOLLARS (\$50,000.00)**, including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) (“Project”). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30, 2025**, if not earlier terminated as provided in Article

Agenda Item #7.3.

17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.

If the Project cannot be completed within the term of this Agreement, the GRANTEE shall notify NMED in writing at least sixty (60) days prior to the expiration date of the term. The notification shall include an explanation of and reason for the inability for the GRANTEE to meet the term deadline, and a proposed amended term date. NMED shall, at its sole discretion, determine whether to amend this Agreement to extend its term.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

- A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. GRANTEE shall provide a written assurance signed by signatory authority that the GRANTEE has proper title, easements, leases, and rights-of-way to the property upon which any facility associated with the grant funding is to be constructed or improved.
- C. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this Agreement by the Secretary of Environment and after a purchase order from NMED has been received by the GRANTEE.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the Project may **FIFTY THOUSAND DOLLARS (\$50,000.00)** and, in such event, the GRANTEE shall contribute the difference between the total cost of the Project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5 of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit A, the Budget, attached as Exhibit B, the Work Plan and Schedule, attached as Exhibit C, and the Work / Reimbursement Schedule, attached as Exhibit D.

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) an amendment of the Agreement, if necessary.

Agenda Item #7.3.

The GRANTEE shall submit quarterly reports to NMED. Quarters shall end on March 31, June 30, September 30 and December 31. Quarterly reports shall:

1. be submitted at the end of each quarter;
2. be provided in narrative form and adequately summarize the quarter's Project activities;
3. summarize the Project's progress, status, and milestones;
4. include revised work plans or timelines as necessary;
5. include a description of any issues that may hinder timely completion of the project and proposed solutions;
6. include a discussion of future Project activities;
7. include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents; and
8. include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of any pre-existing agreements or executed contracts that the GRANTEE proposes for use during the Project shall be submitted to NMED for review approval prior to any performance or expenditure, if deemed necessary by NMED. If NMED determines that any such contract or agreement is invalid, this Agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199. The Grantee shall submit confirmation of Procurement Code compliance with all reimbursement requests. If funds are to be used for the purchase of equipment, services, construction supplies, or other approved items of tangible personal property for the purposes of completion of the Agreement, quotes must be obtained in accordance with New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. Quotes must be submitted to NMED for approval prior to purchase and must be valid at the time of purchase. As allowed under NMSA 1978, Section 13-1-98(K), municipalities that have adopted a home rule charter and having enacted their own purchasing ordinances may follow the municipality purchasing ordinance. A copy of Grantee's municipal purchasing ordinance shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's municipal purchasing ordinance does not contain specific quote or bidding procedures or source selection for procurement, the New Mexico Procurement Code shall prevail. As allowed under Section 13-1-98(GG) of the Procurement Code, Indian nations, tribes or pueblos may follow their procurement policy, should they have one. If Indian nations, tribes or pueblos do not have their own procurement policy, they must comply with New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199 for all purchase made using grant funds. Failure to follow applicable procurement regulations will result in non-payment of the amount in question.

Agenda Item #7.3.

C. The GRANTEE is permitted to make cumulative transfers among budget categories to meet unanticipated requirements that do not exceed or are not expected to exceed ten percent of the total approved budget.

D. Request for Proposals (“RFP”) for professional services and/or other services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the RFP or RFQ, if applicable, to NMED for review and approval prior to selecting professional services.

E. Invitations to Bids (“ITB”) for items of tangible personal property, construction, or services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. The GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the ITB, if applicable, to NMED for review and approval prior to selection.

F. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda or change orders to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared and stamped by a registered New Mexico Professional Engineer.

G. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED’s decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED’s decision will be made, followed by written notification.

H. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same state fiscal quarter as the costs are incurred (the state fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED within the first week of July, or as instructed by the grant administrator.

I. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for the Project.

J. The Project will not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any

Agenda Item #7.3.

warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the Project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the Project. Approval by NMED does not relieve the GRANTEE of any legal obligations or responsibilities, including obligations and responsibilities under the RAIDA.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received. NMED's approval to proceed with procurement does not release the GRANTEE from their responsibility for compliance with all procurement rules and regulations.

ARTICLE 8 OPERATIONS AND MAINTENANCE

The GRANTEE shall perform all operations and maintenance of the Project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this Agreement is authorized prior to execution of this Agreement by the Secretary of Environment and the acquisition of a State Purchase Order by NMED.

B. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE for actual costs and Gross Receipts Tax incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, in its sole discretion, that expenditures have been properly documented. Copies of all applicable vouchers paid shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be prepared by the GRANTEE in the manner required by NMED, and submitted using forms provided by NMED, and shall be accompanied by the appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, accurate periodic requests for reimbursement may result in the forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6(G) of this grant agreement.

C. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the chief financial officer and certified procurement officer as designated in Article 21, except for Indian nations,

Agenda Item #7.3.

tribes, and pueblos who must have all reimbursement requests signed by only the chief financial officer. In the event that chief financial officer or certified procurement officer is no longer employed by the GRANTEE, the persons occupying those positions shall sign reimbursement requests. By signing the reimbursement request, the GRANTEE acknowledges that any procurement not compliant with applicable procurement regulations will result in non-payment of the amount in question, that expenditures have been made in accordance with the grant agreement, and that payment from NMED has not been received at the time the request is submitted. Failure to obtain appropriate signatures will result in non-payment of the amount in question. All reimbursement requests shall be prepared and submitted using the NMED-approved format and include copies of checks and invoices.

D. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

E. When multiple funding sources are used to complete the Project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

F. Any grant funds which remain unexpended after all conditions of this Agreement have been satisfied will revert to the Recycling and Illegal Dumping Grant Fund.

G. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

H. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the Project is at least ninety percent 90% complete. This amount may be withheld by NMED pending final Project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the Project by NMED. Final Project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The Project will not be considered complete until the work defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

I. Upon project completion, final payment shall not be made by NMED until after a final inspection has been conducted by Solid Waste Bureau staff. If the GRANTEE has contracted or subcontracted with others, the GRANTEE shall provide the following items for review and approval by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority;
2. A written affirmation or certification letter that includes the following:
 - a) A brief narrative stating that the GRANTEE has confirmed that all Project work has been satisfactorily completed and that all contractors and subcontractors have fulfilled all of the obligations required under the

Agenda Item #7.3.

- contract documents with the GRANTEE regarding the date of successful completion of the Project;
 - b) For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification by the GRANTEE that describes how the Labor Standards Contract Provisions have been met;
 3. A complete legally effective release or waivers (satisfactory to the GRANTEE) of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under;
 4. A written consent of the surety, if any, to final payment; and
 5. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.
- J. Upon project completion, final payment shall not be made by NMED until after a final report has been submitted to NMED. At a minimum, the final report shall include the following:
1. A narrative description of the Project including photographs of any equipment or construction (pictures of before and after and progress during construction, and photographs of the project at completion);
 2. A list of all major equipment (e.g., loaders, 40-yard cubic bins, waste compactors, tractor trailers) and the cost of such equipment purchased under the terms of this Agreement;
 3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this Agreement;
 4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses (including grant application preparation), costs of GRANTEE employees not directly employed at the solid waste facility, late fees, interest or penalties, and, in accordance with Article 23, any Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the Project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

Agenda Item #7.3.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this Agreement. The Project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the Agreement term and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts led by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this Agreement, the GRANTEE gives assurance and certifies that:

A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement;

B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this Agreement.

C. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed Agreement.

D. The GRANTEE will provide or appropriately obtain all necessary qualified personnel, material, and facilities to implement the Project described in this Agreement.

E. The GRANTEE will only use subcontractors if approved by NMED for the completion of the scope of work as specified in Exhibits A and B herein.

F. The GRANTEE will comply with federal, State and local statutes, regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this Project.

G. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this Project and within the Agreement term, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.

Agenda Item #7.3.

H. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project under this Agreement. The GRANTEE will incorporate a provision prohibiting such interest pursuant to the purposes of this certification in all related contracts or subcontracts.

I. Assistance from the State of New Mexico will be acknowledged on all Project signs that acknowledge Project funding sources. The Project signs will include the name of the Project, the name of the GRANTEE, total cost of the Project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE agrees to take affirmative action to ensure that the Project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to Project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract related to this Agreement.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any such deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive Agreement between the GRANTEE and NMED with respect to the Project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, or for

Agenda Item #7.3.

missing two consecutive quarterly report deadlines as mutually agreed upon in work plan dates, proper procurement has not been followed or any other reasons as determined by NMED.

The above-mentioned time frames include, but are not limited to, those specified in Exhibit D (Work / Reimbursement Schedule).

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the Agreement.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

ARTICLE 18 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMED to the GRANTEE. NMED's decision as to whether sufficient appropriations are available shall be accepted by the GRANTEE and shall be final. If NMED proposes an amendment to this Agreement to unilaterally reduce funding, the GRANTEE shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE 19 LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30, and any amendments thereto.

ARTICLE 20 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

NMED REPRESENTATIVE(s)

Name: Levi Lementino
Training Coordinator

Phone: (505) 795-5878
 E-mail address: Levi.Lementino@env.nm.gov

Address: 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502-5469

Agenda Item #7.3.

NMED SIGNATORY AUTHORITY(s)

Name: James C. Kenney, Cabinet Secretary

Phone: (505) 827-2855

Address: Attn: Levi Lementino 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502

ARTICLE 21 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s). The Signatory Authority must be a mayor; city or county manager; chairman of a county commission; director of a solid waste authority; governor of a pueblo, tribe or nation; or chairman or executive director of a cooperative association. The Chief Financial Officer must be the senior manager responsible for overseeing all financial activities for the GRANTEE.

GRANTEE REPRESENTATIVE(s)

Name: Gabriela M. Prats

Phone: 575-541-2430

E-mail address: gprats@lascruces.gov

Address: 700 N. Main St, Las Cruces, NM 88001-1120

GRANTEE SIGNATORY AUTHORITY(s)

Name: Ikani Taumoepeau

Phone: 575-541-2076

E-mail address: grants@lascruces.gov

Address: 700 N. Main St, Las Cruces, NM 88001-1120

GRANTEE CHIEF FINANCIAL OFFICER

Name: Leeann DeMouche

Phone: 575-541-2080

E-mail address: ldemouche@lascruces.gov

Address: 700 N. Main St, Las Cruces, NM 88001-1120

GRANTEE CERTIFIED PROCUREMENT OFFICER*

Name: Alicia U. Hernandez

Phone: 575-541-2527

E-mail address: alhernandez@lascruces.gov

Address: 700 N. Main St, Las Cruces, NM 88001-1120

*Indian nations, tribes, and pueblos may leave this section blank.

ARTICLE 22 NOTICE

The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

Agenda Item #7.3.

ARTICLE 23 SPECIAL TERMS AND CONDITIONS

None.

SIGNATURES

GRANTEE SIGNATORY AUTHORITY:

Name

Ikani Taumoepeau

Title

City Manager

Date

8/22/24

GRANTEE Chief Finance Officer:

Leeann Demouche

Leeann Demouche (Aug 14, 2024 07:33 MDT)

Name

Leeann DeMouche

Finance Director

Title

Date

NMED:

DocuSigned by:

James Kenney

55675B6F3B62408

James C. Kenney, Cabinet Secretary

9/17/2024

Date

APPROVED AS TO FORM:

[Signature]

City Attorney

8/20/24

Date

Agenda Item #7.3.

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #RAID-FY25-NT02**

NAME OF GRANTEE: City of Las Cruces
FOR: **Growing Green: Composting in Public Schools**

Project Description: The Las Cruces Solid Waste Department shall coordinate and undertake a food waste recycling project at a local elementary school within the Las Cruces School District. The goal of the project will be to promote environmental protection, conservation of resources, and provide a valuable educational experience on emissions reduction by diverting food. Funds from the grant will be used to purchase food waste recycling bins and appurtenances as well as develop education materials and curriculum elements for use within the school. Food waste collected from the school will be diverted to the City of Las Cruces Solid Waste Department's green & yard waste recycling and composting program site location.

Reimbursable expenses include: Contractual services to develop a food waste reduction curriculum; purchase of trash bags, bins and dollies; and the cost to print flyers and posters for promotion of the food waste recycling project.

Agenda Item #7.3.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY25-NT02**

NAME OF GRANTEE: City of Las Cruces
FOR: Growing Green: Composting in Public Schools

Classification	NMED Funds
Abatement Costs	
Professional Services	\$14,850.00
Construction Costs	
Equipment Costs	\$29,205.00
Other Costs	\$945.00
Contingency	\$5,000.00
Total	\$50,000.00
Specify other costs not noted above:	
None	
Total: \$50,000.00	

Agenda Item #7.3.

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY25-NT02**

NAME OF GRANTEE: City of Las Cruces
FOR: Growing Green: Composting in Public Schools

	2024						2025					
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Project Task	July	August	September	October	November	December	January	February	March	April	May	June
Quarterly Reports Due			X			X			X			
Presentations to city officials and public meetings			X	X			X					
School district coordination Meetings			X	X			X		X			
Purchase composting supplies; distribute supplies			X	X	X							
Create and print posters and flyers for food waste recycling program.			X	X	X							
Develop scope of services for curriculum development			X									
Solicit, review, approve proposal for curriculum			X	X	X							
Curriculum development with supporting materials						X	X	X				
Implement food waste recycling program									X	X	X	
Submit final reimbursement request and Project Completion Survey												X

Agenda Item #7.3.

**EXHIBIT D
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY25-NT02**

NAME OF GRANTEE: City of Las Cruces

FOR: Growing Green: Composting in Public Schools

Reporting Period	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	July – September	October – December	January-March	April - June
Tasks expected to be completed during period	Submit quarterly report for Q1 Presentations to city officials and public meetings School district coordination Purchase composting supplies; distribute supplies Solicit, review, approve proposal for curriculum Develop scope of services for curriculum development	Submit quarterly report for Q2 Presentations to city officials and public meetings School district coordination Create and print posters and flyers for food waste recycling program. Curriculum development with supporting materials Solicit, review, approve proposal for curriculum	Submit quarterly report for Q3 Presentations to city officials and public meetings School district coordination Curriculum development with supporting materials	Implement food waste recycling program Submit Final Reimbursement Request and Project Completion Survey
Expected status of tasks proposed to be in progress during period	Complete	Complete	Complete	Complete
Amount of funds estimated to be expended during period	\$16,225.00	\$18,859.00	\$14,916.00	\$0.00

Agenda Item #7.3.



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS
Office)

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF LAS CRUCES 700 N MAIN ST # 3134	
City, State and Zip:		LAS CRUCES, NM 88001	
Recipient UEI:		J3ZLWA2K1X47	
Project Title: Narcotic Analyzers and Awareness Program		Award Number: 15JCOPS-24-GG-02249-TECP	
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation			
Federal Award Amount: \$194,000.00		Federal Award Date: 9/30/24	
Awarding Agency:		Office of Community Oriented Policing Services	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 3/9/24		Project Period End Date: 3/31/26	
Budget Period Start Date: 3/9/24		Budget Period End Date: 3/31/26	
Project Description: The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.			

Award Letter

September 30, 2024

Dear Jeremy Story,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF LAS CRUCES for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$194,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

Agenda Item #7.3.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF LAS CRUCES

UEI

J3ZLWA2K1X47

ORI Number

NM00701

Street 1

700 N MAIN ST # 3134

Street 2

City

LAS CRUCES

State/U.S. Territory

New Mexico

Zip/Postal Code

88001

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-02249-TECP

Supplement Number

00

Federal Award Amount

\$194,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Agenda Item #7.3.

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Technology and Equipment Program
Invitational Solicitation

Awarding Agency

COPS

Application Number

GRANT14207629

Grant Manager

ANNIE BEAMON

Phone Number

202-616-2894

E-mail Address

ANNE.BEAMON@USDOJ.GOV

Project Title

Narcotic Analyzers and Awareness Program

Performance Period Start

Date

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

Agenda Item #7.3.

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/13/24 11:49 AM

Comments				
No items				
Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	no value
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	no value
Travel:	\$0	\$0	\$0	no value
Equipment:	\$170,630	\$0	\$170,630	no value
Supplies:	\$9,290	\$0	\$9,290	no value
SubAwards:	\$0	\$0	\$0	no value
Procurement Contracts:	\$0	\$0	\$0	no value
Other Costs:	\$14,080	\$0	\$14,080	no value
Total Direct Costs:	\$194,000	\$0	\$194,000	no value
Indirect Costs:	\$0	\$0	\$0	no value
Total Project Costs:	\$194,000	\$0	\$194,000	no value
Federal Funds:	\$194,000	\$0	\$194,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%
Budget Category				
Sworn Officer				
Civilian Personnel				

Agenda Item #7.3.

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Agenda Item #7.3.

Condition 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

Agenda Item #7.3.

- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
- (b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
- (c) Provisions applicable to any recipient.
 - (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
 - (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
 - (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
 - (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
 - (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- (d) Definitions. For purposes of this award term:
 - Employee means either:
 - (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

Agenda Item #7.3.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or

Agenda Item #7.3.

liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports

Agenda Item #7.3.

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is

Agenda Item #7.3.

to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about

Agenda Item #7.3.

registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined

in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23

Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27

Buy America Preference

Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

Agenda Item #7.3.

- (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the

Agenda Item #7.3.

draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.

When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30

Agenda Item #7.3.

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31

Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 38

Agenda Item #7.3.

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

Condition 39

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40

Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	9/19/24 4:35 PM

Agenda Item #7.3.

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

City Manager

Name of Authorized Entity Official

Ikani Taumoepeau

Signed Date And Time

10/24/2024 11:00 AM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Police Chief

Name of Authorized Entity Official

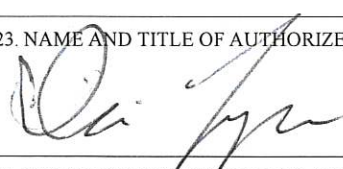
Jeremy Story

Signed Date And Time

10/24/2024 6:51 PM

Agenda Item #7.3.

Agenda Item #7.3.

		STATE OF NEW MEXICO CRIME VICTIMS' REPARATION COMMISSION <u>Victims of Crime Act (VOCA) Victim Assistance Formula Grant</u>		Subrecipient Award FFY2025	
1. SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) Board of Commissioners City of Las Cruces Police Department 700 N. Main St Las Cruces, NM 88001		6. PROJECT TITLE FY2022 VOCA Victim Assistance			
		7. FEDERAL AWARD NUMBER: 15POVC-22-GG-00784-ASSI			
2. SUBRECIPIENT IRS/TAX ID NO. 85-6000147		8. AWARD EFFECTIVE: 10/01/2024			
3. SUBRECIPIENT UEI NO. J3ZLWA2K1X47		9. SUBGRANT AWARD NUMBER: 2025-VA-413			
4. APPROVED INDIRECT COST RATE (IF APPLICABLE) N/A		10. PROJECT PERIOD: FROM 10/01/2024 TO 9/30/2025 BUDGET PERIOD: FROM 10/01/2024 TO 9/30/2025			
5. METHOD OF PAYMENT Reimbursement		11. PREVIOUS AWARD AMOUNT: \$0.00			
		12. SUBRECIPIENT FEDERAL AWARD AMOUNT: \$36,125.00 SUBRECIPIENT MATCH REQUIREMENT: \$9,031.00 TOTAL AWARD: \$45,156.00			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. § 10603 (a) The New Mexico Crime Victims Reparation Commission FY22 VOCA VA Allocation is \$9,376,796 for the award period 10/1/2021 to 9/30/2025, the Subrecipient federal award amount for this project period comes from this federal allocation.					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.575 - Crime Victim Assistance					
15. SPECIAL CONDITIONS This award is not a R & D award. The above subgrant project is approved subject to such conditions or limitations as are set forth on the attached page(s).					
16. AGENCY NAME signifies acceptance of this Victims of Crime Act (VOCA) Victim Assistance award in accordance with the applicable rules and regulations as set forth in the State and Federal Guidelines and in adherence to the special conditions provided.					
AGENCY APPROVAL		SUBRECIPIENT ACCEPTANCE			
17. NMCVRC AUTHORIZED OFFICIAL Frank Zubia, Director		21. NAME AND TITLE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT Gabriela M. Prats, Grant Manager			
18. SIGNATURE OF AUTHORIZED OFFICIAL 		22. SIGNATURE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT 			
19. NMCVRC COMMISSION CHAIR David Karst, Chair		23. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL  CITY MGR			
20. SIGNATURE OF COMMISSION CHAIR 		24. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL N/A			

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

The Subrecipient shall administer the project for which this award is given in accordance with the applicable rules, regulations and conditions as set forth in the Federal and State Guidelines. In addition, the attached Special Conditions must be followed. By accepting this award, the Subrecipient assumes the following administrative and financial responsibilities:

- I. **PAYMENT:** Payment is on a reimbursement basis.
- II. **TERMINATION:** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.
- III. **RECORDS AND AUDIT:** Detailed expenditure records must be maintained. These records shall be subject to inspection by NMCVRC and its representative(s), and the United States Department of Justice, Office of Justice Programs. NMCVRC shall have the right to audit the expenditures both before and after payment. Payment under this Agreement shall not foreclose the right of NMCVRC to recover excessive and/or illegal payments.
- IV. **ASSIGNMENT:** The Subrecipient shall not assign or transfer any interest in the Agreement without prior written approval from NMCVRC.
- V. **AMENDMENTS:** This agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.
- VI. **EQUAL OPPORTUNITY COMPLIANCE:** The Subrecipient agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. The Subrecipient agrees that no person shall, on the basis of actual or perceived race, color, national origin, sex, religion, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Subrecipient agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the grant award.
- VII. **EFFECTIVE DATE:** The VOCA Victim Assistance grant as set forth in the approved program of the State of New Mexico Grant Application. The New Mexico Crime Victims Reparation Commission (NMCVRC) as referenced in the Victims of Crime Act (VOCA VA) authorizes this award. This award may be used for a period from October 1, 2024 through September 30, 2025.

The above Special Conditions become part of the Grant Award and are accepted by the subrecipient.

1. VOCA funds must be used for direct services to victims of crime in accordance with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2), and the applicable program guidelines and regulations, as required. Subrecipient acknowledges their agency's award letter may also contain Special Restrictions and Conditions on your agency's award. Your agency is responsible for adherence to these restrictions.
2. The Subrecipient must be in compliance with specifications outlined in the Request for Proposals under which the approved application was submitted. The program Request for Proposal is hereby incorporated by reference into this award.
3. Grant funds may be used only for the purposes in the Subrecipient's approved application. The Subrecipient shall not undertake any work or activities that are not described in the grant application, or that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from NMCVRC.
4. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Office for Victims of Crime, for the performance of this Agreement. If sufficient appropriations and authorization are not made this Agreement shall terminate upon written notice being given by NMCVRC to the Subrecipient.
5. The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or termination of current and future funds, suspension or debarment from federal grants, recoupment

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS

Handwritten signature or initials in black ink, appearing to be "H".

2

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

of monies provided under an award, and civil and/or criminal penalties.

6. The Primary Project Components (Project Plan) will guide the scope of work.
7. Payment is reimbursement only. In order to receive payment, the agency must submit an Invoice and Record of Match reflecting expenditures of the previous month into <https://nmcvrcgrants.com/> by 11:59 PM on or before the 10th of each month. If the 10th is on a Friday, weekend or holiday the deadline will be the following business day by 11:59 PM. Subrecipients, unless mandated by additional monitoring and special conditions, are mandated to submit quarterly. Monthly invoice submission is optional. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected and may result in a change in subgrantee status to that of "high risk" or probationary status.
8. Maintain separate accounts and accounting records for the VOCA funds. Maintenance of project-based accounting records does not provide enough detail to track federal VOCA funds, therefore, VOCA funds must be accounted for separately to ensure they are not commingled with any other funding source.
9. Maintain and furnish to NMCVRC and the United States Department of Justice, upon request, detailed accounting and supportive records of expenditures and of the matching funds.
10. The Subrecipient agrees to supplement and not supplant state or local funds.
11. Subrecipient shall provide VOCA-funded direct services at no charge, unless NMCVRC grants a waiver allowing the subrecipient to generate program income by charging for services. Program income, where allowed, shall be subject to federal grant rules and the requirements of the DOJ Grants Financial Guide, which, as of July 8, 2016, require in most cases that any program income be restricted to the same uses as the sub-award funds and expended during the grant period in which it is generated.
12. Consultant compensation rates. Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Subrecipient must submit to NMCVRC a detailed justification and have such justification approved by OVC through NMCVRC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipient is required to maintain documentation to support all daily or hourly consultant rates.
13. Due to requirements by the NM Department of Finance, all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 10th, or an alternative date issued by NMCVRC. Cash reimbursement invoices received after the July deadline for expenditures and receipt of purchases made prior to the deadlines cannot be processed and those expenditures will become the responsibility of the Subrecipient.
14. The Subrecipient, upon final payment of the amount due under this Agreement, releases NMCVRC from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.
15. The Subrecipient agrees to **inform** all potentially eligible victims with crime victims' compensation, **assist all eligible victims in filling out** the application, and **assist in submission** of applications to NMCVRC. In addition, the Subrecipient agrees to assist NMCVRC staff regarding compensation inquiries.
16. All staff within the organization providing direct services to victims must attend a minimum of one compensation workshop held by NMCVRC during the grant year.
17. The Subrecipient agrees to cooperate and coordinate services with and acknowledge services of other NMCVRC funded programs and other service providers in their region that serve victims of crime.
18. All Subrecipients that are working with victims must have a Limited English Proficiency (LEP) and accessibility plan and policy in place and in practice to ensure that LEP persons, Deaf and Hard of Hearing and individuals with disabilities have meaningful access to services. All staff must be provided with a copy of this plan and be trained on how to implement the policy and procedures.

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS

A handwritten signature in black ink, appearing to be "JH" or similar, written over a horizontal line.

3

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

19. The Subrecipient agrees to inform and assist eligible victims of crime with the New Mexico's Statewide Automated Victim Information and Notification Services (VINE) which accesses information about particular offenders, or a particular State and/or County inmate's release, transfer, or escape from participating agencies over the phone, through the internet, or by email. When applicable, the Subrecipient agrees to inform and assist eligible victims of crime with the New Mexico SAVIN (State Automated Victim Information Notification) System, a free service that provides information to crime victims and any interested members of the public with case status and hearing notifications on criminal court cases in the State of New Mexico.
20. The Subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC and NMCVRC, and in the manner required by OVC and NMCVRC. Quarterly statistical and performance reports are to be received by NMCVRC no later than 15 days after the end of the quarter unless otherwise specified. Late or inaccurate reporting will delay the payment process. All demographic information that is required in program and annual reporting must be collected unless a victim declines.
21. The project manager and anyone completing quarterly progress and/or financial reports must attend the NMCVRC VOCA/VAWA Grant Reporting training at least once during the grant budget period, unless a waiver is granted.
22. Unless a waiver is granted, two members of the direct services staff within the agency shall register, pay for and attend at least one training approved by NMCVRC. Scholarship funds provided by NMCVRC do not meet this requirement.
23. The Subrecipient agrees to allow NMCVRC access to the grant-funded project's documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with VOCA funding guidelines/contractual agreements and other state and federal guidelines. In lieu of a file redaction, the parties may agree to NMCVRC staff signing a confidentiality agreement prior to review of files, to ensure confidentiality of clients.
24. The Subrecipient agrees that all equipment and/or technology purchased with grant funds will be used solely to assist victims of crime during and for the life of the equipment and/or technology following the end of the grant budget period. Equipment purchased with grant funds shall be tagged and tracked in an organized inventory. The Subrecipient agrees to notify NMCVRC of any changes regarding the use or distribution of equipment or technology purchased with VOCA funds.
25. VOCA award funding cannot be used to purchase food and/or beverages for any meeting, conference, training, or other event.
26. All materials and publications (written, visual, or sound) funded by this award shall contain the following statements: "This project was supported by subgrant # ___, awarded by the NMCVRC for the VOCA VA Grant Program. The opinions, findings, conclusions and recommendations expressed in the publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the New Mexico Crime Victims Reparation Commission."
27. Provide NMCVRC with an audit of the program, the audit management letter and a resolution of all the findings if your agency meets the conditions of OMB Circular 133 or A-21, which requires an audit if your agency expends at least \$1,000,000.00 of federal funds during the subrecipients fiscal year. If your agency does not meet the conditions of the OMB Circular 133 or A-21, please submit a financial review of the program, with a copy of the recommendation and resolution of all findings. Subrecipient understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues are not satisfactorily and promptly addressed as required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
28. If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to NMCVRC by email at CVRC.Grants@cvrc.nm.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the

Handwritten initials, possibly "JL", in black ink.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. The Subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if NMCVRC determines that the Subrecipient is a "high risk" grantee.

29. Prior to the final selection of personnel to be hired with grant funds, the subrecipient agrees to provide NMCVRC with the names and resumes of the candidates recommended for hiring. NMCVRC shall review and approve all recommendations regarding personnel selection and/or hiring prior to final selection of candidates. Project staff resumes, including staff being used as match must be submitted to NMCVRC in order for reimbursement for expenditures to occur. Once work has started, the Subrecipient will make no changes of personnel without the prior written consent of NMCVRC. Replacement of any subrecipient personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. NMCVRC shall retain the right to request the removal of any of the Subrecipient's personnel at any time.
30. The Subrecipient agrees to utilize volunteers within the organization to support the agency's services and mission.
31. Project staff and consultants must be provided with a copy of the project proposal including the Primary Project Components and appropriate budget information. In addition, the program manager agrees to disseminate project information to the project staff, including any external parties responsible for financial management of agency expenses.
32. The Subrecipient agrees to complete and keep on file, as appropriate, Department of Homeland Security Employment Eligibility Verification Form (I-9). This form is to be used to verify that persons are eligible to work in the United States.
33. All information furnished to the VOCA VA Subrecipient agencies by victims of crime, including identifying information, is confidential, with the following exceptions: a) court subpoena, b) in situations where a trained professional assesses that a victim is in danger of harming themselves or others (i.e. suicide or homicide), c) periodic review of files by the funding agency, and d) in the event the victim provides written consent for a release of information. Any person suspecting abuse who knows or has reasonable suspicion that a child is being abused or neglected in New Mexico are mandated to report the matter immediately to the NM Children, Youth and Families Department and/or law enforcement. NM Child Abuse Laws 32A-4-1, et seq.
34. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized, or denied through Subrecipient's programs, the Subrecipient shall: a) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts; and b) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.

The Subrecipient agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by NMCVRC.

35. Federal laws prohibit recipients of financial assistance from discriminating on the basis of actual or perceived race, color, national origin, religion, sex, or disability in funded programs or activities, not only with respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits. The subrecipient agrees to collect and keep on file nondiscrimination/demographic information on race, sex, primary language, national origin, age and disability of recipients for which services are provided, where such information is voluntarily furnished by those receiving assistance.
36. The Subrecipient agrees to comply with the NMCVRC's Civil Rights Compliance/Anti-Harassment policy and procedures found on the NMCVRC website.

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

37. The Subrecipient agrees that the Program Manager or appropriate designee shall attend the NMCVRC's Subgrantee Civil Rights Compliance training or webinar and agrees to disseminate this information to VOCA VA funded staff and volunteers. The Subrecipient must also comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.
38. Subrecipients must permanently post grievance policies and procedures in a conspicuous place within the agency including the agency website; this posting must include the names and contact information for NMCVRC as an agency funder.
39. The subrecipient agrees to inform NMCVRC of all grievances, critical incidents, or major issues within the agency to NMCVRC.
40. The Subrecipient understands that they must promptly refer to NMCVRC any credible evidence that a principal, employee, agent, subrecipient, subgrantee, subsubreciepoint, or other person has either: 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
41. Potential or perceived fraud, waste, abuse, or misconduct, including EEOC complaints, shall be reported to NMCVRC. No subrecipient under this award or entity that receives a procurement contract or subcontract with any fund under this award, may require any employee or subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
42. Requirements of the Award: Remedies for Non-Compliance or for Materially-False Statements: The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions: In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Just Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period - may result in OJP/NMCVRC taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP/NMCVRC may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP and/or NMCVRC, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS

6

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

- 43.** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

- 44.** Compliance with DOJ Grants Financial Guide: References to the DOJ Grant Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
- 45.** Requirements related to "De minimis" indirect cost rates: A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVRC and OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
- 46.** Requirement to report potentially duplicative funding: If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
- 47.** Requirements related to System for Award Management and Universal Identifier Requirements: The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier requires for SAM registration.

Handwritten initials, possibly "II", in black ink.

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

The details of the recipient's obligations related to SAM and to the unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 48.** Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

- 49.** Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award): The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

- 50.** Compliance with applicable rules regarding approval, planning, and reporting of Conferences, Meetings, Trainings, and Other Events: The recipient, any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

- 51.** OJP Training Guiding Principles: Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 52.** Compliance with DOJ regulations pertaining to Civil Rights and Nondiscrimination – 28 C.F.R. Part 42: The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

- 53. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38:** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 54. Compliance with General Appropriations-Law Restrictions on the use of Federal Funds (FY2022):** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact NMCVRC who will contact OJP for guidance, and may not proceed without the express prior written approval of NMCVRC.

- 55. Reporting potential fraud, waste, and abuse, and similar misconduct:** The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"; (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 56. Restrictions and certifications regarding non-disclosure agreements and related matters:** No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

1. In accepting this award, the recipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above;
 - b. and certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 - i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

57. Discrimination Findings: The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

58. NEPA: recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the recipient or by a subrecipients or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures. The specified activities requiring environmental analysis are: (1) New construction; (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species; (3) A renovation that will change the basic prior use of a facility or significantly change its size; (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS

10



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf>

- 59. Restrictions on Lobbying:** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 60. Encouragement of policies to ban Text Messaging While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 61. VOCA Requirements:** The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will: a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2); b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
- 62. Requirements for data on performance and effectiveness under the award:** The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Agenda Item #7.3.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

- 63. Subawards Must Have Specific Federal Authorization:** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

- 64. Compliance with DOJ regulations pertaining to Civil Rights and Nondiscrimination – 28 C.F.R. Part 54:** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 65. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees):** The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- 66. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS:** The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

- 67. Reclassification of various statutory provisions to a new Title 34 of the United States Code:** On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to

Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

A handwritten signature in black ink, appearing to be "JH" or similar, written over a horizontal line.



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

68. Requirement to report actual or imminent breach of personally identifiable information (PII): The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)—1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

69. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

70. Employment eligibility verification for hiring under the award

1 The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

SUBRECIPIENT AWARD

AUTHORIZED OFFICIAL INITIALS

13



STATE OF NEW MEXICO
CRIME VICTIMS' REPARATION COMMISSION
FFY2025 Victims of Crime Act (VOCA) Victim Assistance Formula Grant Special Conditions

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to NMCVRC who will seek guidance from OJP, before award acceptance.

71. Safe policing and law enforcement subrecipients: If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

Additional monitoring requirements. For FFY2025 your additional financial compliance measures are:

- Submit invoices monthly.
- Submit time and activity sheets for all federal and match employees.
- Your agency must maintain all source documents on file and be able to present them for desk or site audit.

Organizations, which do not adhere to these Special Conditions, will be in violation of the terms of this Grant, and the VOCA VA Award will be subject to appropriate administrative action, including withholding of funds or possible termination of the Grant Award.

A handwritten signature in black ink, appearing to be "J. L. Smith", written over a horizontal line.

**AGREEMENT BETWEEN MESILLA VALLEY COMMUNITY OF HOPE AND THE
CITY OF LAS CRUCES FOR MESILLA VALLEY COMMUNITY OF HOPE FACILITY
RENOVATIONS**

THIS AGREEMENT is entered into this 25th day of October, 2024, by and between Mesilla Valley Community of Hope (hereinafter called the "MVCOH"), a non-profit agency, whose mailing address is 999 W. Amador Ave., Las Cruces, New Mexico 88005 and the City of Las Cruces (hereinafter called the "City") with a principal mailing address of P.O. Box 20000, Las Cruces, New Mexico 88004, (collectively referred to as the "Parties").

RECITALS

WHEREAS, Mesilla Valley Community of Hope is a private, New Mexico nonprofit corporation tax-exempt under Section 501(c)(3) of the Internal Revenue Code, that serves to advance the health and well-being of the sick and indigent people in Las Cruces on the Mesilla Valley Community of Hope (MVCOH) Campus; and

WHEREAS, MVCOH entered into a Lease Agreement with the City for the Leased Premises located at 999 West Amador Avenue, Las Cruces, Dona Ana County, New Mexico on December 1, 2015, as amended on February 8, 2021, May 1, 2023, and further amended on February 1, 2024, which expanded the Leased Premises to include the Premises located at 915 West Amador Avenue, Las Cruces, Dona Ana County, New Mexico;

WHEREAS, MVCOH has applied and been awarded funds from the U.S. Department of Housing and Urban Development (DEPARTMENT) and wishes to use these funds for facility renovations; and

WHEREAS, MVCOH will have performed all the steps necessary to obtain HUD funding, which includes funding for this project in the amount of **\$600,000.00** for Federal Fiscal Year 2023; and

WHEREAS, the CITY owns the land and improvements on the MVCOH Campus, the City is qualified to complete the renovation of the MVCOH Campus and to utilize the grant funds awarded to MVCOH for the project;

WHEREAS, all buildings and related improvements, which are constructed with HUD funds on MVCOH campus, shall be deemed capital assets owned by the City.

NOW, THEREFORE, it is agreed that MVCOH does hereby pledge to the CITY funding from the DEPARTMENT in the amount of \$600,000.00 for the Project and such activities described in "Exhibit A", and CITY accepts such funding, on the General Conditions herein after specified in this Agreement, the additional Conditions attached hereto, and the following described Exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit "A". Scope of Work

Agenda Item #7.3.

Exhibit "B". Payment and Payment Processes

Exhibit "C". Assistance Award No. B-23-CP-NM-1045 from the U.S.
Department of Housing and Urban Development to Mesilla
Valley Community of Hope

PURPOSE

The purpose of this agreement is to outline the procedure for spending the \$600,000.00 awarded to MVCOH by the U.S. Department of Housing and Urban Development via Grant Award Number B-23-CP-NM-1045 (GRANT AWARD), to "plan, design, construct, furnish and equip the Mesilla Valley Community of Hope to the existing City-owned facility, within the city limits of Las Cruces, Dona Ana County." The grant period from the DEPARTMENT to MVCOH expires on August 31, 2031.

The following Capital appropriation proceeds awarded to the CITY as approved by the respective New Mexico State Legislative Session will provide additional funding to the project:

- 23-H2986 - \$1,150,000.00 – reverts June 30, 2027

The agreement also enumerates the rights and obligations of the parties under this agreement.

I. TIME OF PERFORMANCE

Services under this Agreement by the CITY shall start on the ____ day of _____ 2024, and terminate on August 31, 2027. The term of this Agreement and the provisions herein may be mutually extended to cover any additional time period during which the CITY remains in need of the funding from the DEPARTMENT.

II. OBLIGATIONS OF MVCOH

- MVCOH will cooperate with the CITY to ensure the successful completion of the project, which will include, but is not limited to participating in meetings, work sessions, and site visits with the CITY and Contractor to complete the design, procurement, and construction of the project.
- MVCOH will reimburse the CITY for the cost plus gross receipts tax for the construction of the improvements. Payment requirements and procedures are detailed in Section IV below.
- MVCOH will submit reimbursement requests to the DEPARTMENT within fifteen (15) calendar days of the receipt from the CITY's invoice.

III. OBLIGATIONS OF THE CITY

- The CITY will manage the design, procurement, and construction of the project.
- The City will procure the project in compliance with federal procurement regulations and requirements as stipulated in Exhibit "C" GRANT AWARD,
- The CITY agrees to not accept a bid for the Scope of Work that exceeds \$1,715,000.00 without the express written agreement of MVCOH. The

\$1,715,000.00 in funding for this Work is comprised of Intergovernmental Grant Agreement 23-H2986 for \$1,15,000.00 and Grant # **B-23-CP-NM-1045** from DEPARTMENT to MVCOH for \$600,000.00.

IV. PAYMENT

- a. Payment shall be made by MVCOH on a reimbursement basis within fifteen (15) days of receipt of an invoice from the CITY.
- f. Payments may be contingent upon complete CITY and CITY’s contractor documentation of work performed.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent, as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

MESILLA VALLEY COMMUNITY OF HOPE	CITY OF LAS CRUCES
Nicole Martinez Executive Director 999 W. Amador Ave. Las Cruces, NM 88005 hope@zianet.com	Gabriela M. Prats Grant Manager P.O. Box 20000 Las Cruces, NM 88004 gprats@lascruces.gov With copy to: Sreedevi Bhathala Mohanraj Architectural Administrator P. O. Box 20000 Las Cruces, NM 88004 sbhathalam@lascruces.gov

IV. GENERAL CONDITIONS
A. COMPLIANCE

The CITY agrees to comply with applicable Federal, State, and local laws, regulations, and its own governing policies. The CITY does not

assume any of MVCOH'S responsibility for applicable Federal regulations, reporting, other compliance required by HUD, and/or policies governing the funds provided under this contract. The CITY further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. MVCOH shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CITY is an independent municipality.

C. HOLD HARMLESS

The MVCOH shall hold harmless, defend, and indemnify the CITY from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the MVCOH'S performance or nonperformance of the services or subject matter called for in this Agreement.

D. AMENDMENTS

The MVCOH or CITY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY'S governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the MVCOH or CITY from its obligations under this Agreement.

The CITY may, at its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both MVCOH and CITY.

E. ACCOUNTING STANDARDS

The CITY agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The CITY does not assume MVCOH's responsibility for compliance with accounting principles and procedures required by HUD under the MVCOH grant agreement with HUD. The CITY shall not be held responsible for any reporting, requests for reimbursement, compliance issues, or audits by the DEPARTMENT.

F. PROPERTY

All permanent property improvements and construction, including affixed equipment, fixtures, and furniture created and/or acquired through MVCOH funding from the DEPARTMENT will be owned by the CITY. The CITY will provide MVCOH with the appropriate Federal Interest letters at the close-out of the project. Any movable equipment purchased entirely with the DEPARTMENT's funding will be owned by MVCOH, and an inventory of such will be provided to the CITY upon acquisition, and permanently marked as MVCOH property.

G. PROJECTS

MVCOH agrees that this Agreement is solely to plan, design, construct, furnish and the general renovation of an attached, vacant building (formerly Casa de Peregrinos) at the Mesilla Valley Community of Hope Campus, which is an existing CITY-owned facility. This Agreement does not confer or imply any future agreement to participate with MVCOH for other federal funding awarded to MVCOH.

H. INVENTORY

The CITY will prepare an itemized list of the capital assets and personal property so acquired and licensed to be placed at the MVCOH through the DEPARTMENT and/or NM State funding. The list will be dated and describe each item purchased with sufficient detail that it can be identified by the CITY in subsequent inventories of CITY assets; will list the acquisition price and vendor for each item purchased; and projects funded by the State of New Mexico will have a column to note future disposition of each item. Individual items that are not capital assets with an acquisition price of over \$5,000.00 will be marked by the CITY with CITY inventory tags.

I. DISPOSITION OF INVENTORIED ITEMS

All capital assets constructed from the completed project will be owned and maintained by the CITY, per the Lease Agreement with the MVCOH. When property constructed from the completed projects has been damaged, vandalized, or needs repair, MVCOH will be responsible for contacting the CITY to inform them of the item/s that are damaged or impaired. The Lease Agreement with Mesilla Valley Community of Hope and its sub-agencies will take precedence over CITY responsibilities in relation to the maintenance of equipment purchased for this Project.

J. TERM

The term for this Agreement begins on the date of acceptance by the City of Las Cruces' City Council through August 31, 2027. This term can be extended by the CITY as necessary to complete the project.

K. CITY'S RIGHTS AS OWNER

As the owner of any property constructed from MVCOH funding or capital outlay funding, the CITY will have the following rights, in addition to the rights routinely given to owners in New Mexico:

1. **Inspection:** The property constructed from the completed project for maintenance and to confirm that it is being used for its intended purpose.
2. **Modify:** Modify the property constructed from the completed projects for issues of safety or any other CITY policies or as deemed necessary under the sole discretion of property owner.
3. **Non-Transferrable:** This Agreement is personal to MVCOH. MVCOH cannot transfer or assign its rights or obligations pursuant to this Agreement. This Agreement, however, does not change any of the responsibilities or requirements of MVCOH as a sublease to the CITY's operating lease to the Mesilla Valley Community of Hope.
4. **Ownership and Security:** Any real and personal property constructed or improved from this project will be owned by the CITY and may not be used as security or financial leverage by or on behalf of any member or sublessee of the MVCOH Campus or any other entity that is a part of or controlled by MVCOH.

V. TERMINATION OR REVOCATION

The Agreement will terminate on the expiration of the term, or upon mutual agreement of the Parties, or by the default of MVCOH if it fails to meet any of its obligations enumerated in this Agreement after MVCOH is given an opportunity to cure the default within thirty (30) days after written notice of default.

The Agreement may also terminate in the event that the MVCOH Lease Agreement with MVCOH be terminated, and MVCOH leaves the MVCOH Campus. Should the Agreement terminated under this condition, MVCOH will return any funds, plans, designs, or other property to the CITY for disposition under the CITY's Property Disposition Policy and after the CITY consults with the DEPARTMENT or its successor agency. All payments made by MVCOH to the CITY for completed work after the submission of an approved invoice are non-refundable.

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date last written:

MESILLA VALLEY COMMUNITY OF
HOPE

BY: _____

Nicole Martinez

CITY OF LAS CRUCES

BY: _____

Agenda Item #7.3.

Executive Director

City Manager

October 3, 2024

Date

10/25/2024

Date

APPROVED AS TO FORM

 for BD 10/3/24

City Attorney

Exhibit "A"

PROJECT SCOPE OF WORK

This scope of work is an exhibit to the Agreement entered into by the CITY and MVCOH to complete the plan, design, and construction of the MVCOH renovations and to enhance and expand the reception area of the existing CITY-owned facility. The specific activities of this scope of work are described below:

As the Owner of the property to be improved, the CITY will facilitate the project, as described below, through procurement and construction management:

General renovation of an attached, vacant building (formerly Casa de Peregrinos) at the Mesilla Valley Community of Hope in Las Cruces, New Mexico. The project will allow for an expansion of staff offices and reception area for the Mesilla Valley Community of Hope.

The work generally includes, but is not limited to furnishing labor, material, services, equipment, and appliances required for the fabrication, delivery, and erection of items of work as detailed in the Contract Documents for the renovation of the Mesilla Valley Community of Hope expansion.

PAYMENT AND PAYMENT PROCEDURES

It is expressly agreed and understood that the total amount to be paid by MVCOH under this Agreement shall not exceed the total allocation of grant funds awarded to MVCOH by the DEPARTMENT. The City will manage the project through its Public Works Department. The City will complete the procurement of the construction contract which will be solely between the CITY and the awarded Contractor. Such procurement will be in compliance with all required federal procurement regulations to ensure compliance for MVCOH with the DEPARTMENT. The bid for the project and will include the amount of \$600,000.00, the amount of the grant to MVCOH from the DEPARTMENT, in the total project funding.

The following process shall be followed by the CITY and MVCOH for payments and invoicing of the grant from the DEPARTMENT:

1. Upon receipt and approval of an invoice from the Contractor, the CITY will pay the invoice within the policy requirements of the CITY's Procurement Code.
2. Once payment is processed to the Contractor, the CITY will send invoice to MVCOH. MVCOH will create and submit the invoice and payment for reimbursement to grantor(s) providing funding to the project. Once construction begins and the federal funding begins to be utilized, the CITY shall bill MVCOH at a rate of \$100,000 per month; or the amount of the invoice, whichever is lower, until all federal funds are utilized or by June 30, 2027, whichever comes first.
3. The CITY shall utilize the funding in the following order:
 - A. 23-H2986 -- \$1,150,000.00 reverts June 30, 2027 — the majority of this funding will be utilized for facility renovations.
 - B. B-23-CP-NM-1045 -- \$600,000.00 reverts August 31, 2031 — all of this funding will be utilized for facility renovations.
4. Upon receipt of an invoice from the CITY, MVCOH shall make payment within fifteen (15) days. The invoice from the CITY shall include the contractor's invoice and supporting documentation, as well as proof of payment from the CITY.
5. MVCOH is responsible for reporting and requesting payment from the DEPARTMENT; and shall not hold the CITY liable for such reporting or requests of payment.

6. Invoices from the CITY not paid promptly by MVCOH may constitute a default of this agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1045**

Grantee Name: Mesilla Valley Community of Hope

Grantee Address: 999 W. Amador Ave. Las Cruces, NM 88005

Grantee's Unique Entity Identifier (UEI): ZNSMG6KNXKQ5

Grantee's Employer Identification Number (EIN) 85-0410134

Federal Award Identification Number (FAIN) B-23-CP-NM-1045

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Mesilla Valley Community of Hope (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$600,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1045

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1045**

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Mesilla Valley Community of Hope

(Name of Organization)

BY: Nicole M.
(Signature of Authorized Official)

Nicole Martinez, Executive Director
(Typed Name and Title of Authorized Official)

July 27, 2023
(Date)

HUD BY:

NADAB BYNUM	Digitally signed by NADAB BYNUM Date: 2024.05.02 14:13:32 -04'00'
--------------------	--

Nadab Bynum
Acting Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been attached to the bottom of this grant agreement

APPENDIX 2 – Approved Budget

The approved budget has been attached to the bottom of this grant agreement

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1045

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 1 – Project Narrative

The Mesilla Valley Community of Hope currently occupies one half of a building built in 2005. The agency has greatly outgrown the space which exists to serve homeless and near-homeless people of Doña Ana County with a variety of services. The agency that occupies the other half of the building is moving out into a new building we built on our campus.

The City of Las Cruces owns our building and will be a subrecipient of this grant as we make the improvements to their asset for the clients.

The soon-to-be-vacant side of the building was built for a food pantry. It has a few offices but is mostly a warehouse.

MVCH would like to renovate the building to include more office space, bathrooms (with both buildings currently, there are only two staff bathrooms for 37 staff), a donation room, central lobby, drive-around access, improved ventilation and equipment and furniture.

MVCH has acquired funding from CPF but also from the State of NM and CDBG infrastructure funding from the City of Las Cruces.

The agency acts as a day shelter for people experiencing homelessness. MVCH provides showers, mail, laundry, clothing, case management, income support programs such as day labor and SSI application assistance, housing, and shelter at Camp Hope. MVCH will work with the City of Las Cruces to secure architects and contractors for the scope of the project that will better allow MVCH to serve the unhoused population of Doña Ana County.

APPENDIX 2 – Approved Budget

- CDS-HUD \$600k funds will be used towards renovating 6050 square feet of soon-to-be-vacant side of Building#3 at Community of Hope Campus which was earlier used as food pantry. These dollars will also be used for necessary renovation of existing MVCH area within Building#3.
- Design and Renovation includes construction of additional office spaces, breakroom with pantry file room, restrooms, showers, building system improvements, FF&E, access control, security system and other necessary amenities like outdoor patio, shade structure and water fountains sidewalk improvements.
- Overall cost is estimated at \$2.34M, please see the attached Budget document. CDS-HUD \$600k can be used to cover portion of expenses along with other grants to complete the project.



**3087; Council
Bill 25-016**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	November 18, 2024	Adopted:	December 2, 2024
Drafter:	Sara Gonzales	Department:	Economic Development
Program:	Land Management and Real Estate Services	Line of Business:	Land Management and Real Estate Services
Title:	AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CH INDUSTRIAL ACQUISITIONS, LLC FOR THE SALE OF APPROXIMATELY 22.40 ACRES OF MUNICIPALLY OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$795,200) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Approve the sale of City real estate property.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Among the top strategic plan goals of the City is to stimulate and entice additional business development at Las Cruces Innovation and Industrial Park.

This Ordinance, if approved, authorizes the sale of approximately 22.40 acres of municipal land located at 341 and 371 Alliance Drive within the City's Las Cruces Innovation and Industrial Park to CH Industrial Acquisition, LLC for Seven Hundred Ninety-Five Thousand Two Hundred Dollars (\$ 795,200.00). The properties are legally described as Lot 4 and Lot 5 of the West Mesa Industrial Park No. 26, Replat No. 1.

The properties were appraised by a local appraiser in January 2024. The appraisal concluded a value of \$ 795,200.00. A second appraisal was conducted in July 2024 by the City Land and Real Estate Office at a value of \$798,000.

CH Industrial Acquisitions, LLC intends to develop each industrial lot with approximately 200,000 $\pm$ square feet of cold storage space. The proposed gross receipts tax (direct and indirect) from each lot, based on the proposed land use, is valued to be \$1,920,122 per year which will increase the capital and economic impact for the City of Las Cruces.

This Ordinance has been prepared in accordance with LCMC 1997, Section 2- 1312. The timeframe for the land sale will occur on a mutual agreeable date that is 45 days after adoption, and within 30 days of the end of the Inspection Period. This Ordinance has been published prior to the adoption and will be published at least once after its adoption.

SUPPORT INFORMATION:

[Exhibit "A" - Real Estate Purchase Agreement](#)

[Attachment "A" - Appraisal Summaries](#)

[Attachment "B" - Plat Map](#)

[Attachment "C" - Aerial Vicinity Map](#)

[Attachment "D" - Impact Analysis](#)

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

Sale Proceeds to be split 50/50 between:

Fund 2013 Org 2013 Object 599900 and

Fund 1030 Org 1030 Object 599900

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and Real Estate Purchase Agreement to sell 22.40 acres of land in the Las Cruces Innovation and Industrial Park to CH Industrial Acquisitions, LLC for Seven Hundred Ninety-Five Thousand Two Hundred Dollars (\$795,200)

2. Vote "No"; this will not approve the Ordinance and Real Estate Purchase Agreement, and the City will retain ownership of the land

3. Vote to "Amend"; this will modify the terms of the Agreement based on direction from Council.

4. Vote to "Table"; this will postpone the Ordinance and Council will need to direct staff.

REFERENCE INFORMATION:

Municipal Code Section 13-207 (2)g

ORDINANCE 3087; COUNCIL BILL 25-016

AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CH INDUSTRIAL ACQUISITIONS, LLC FOR THE SALE OF APPROXIMATELY 22.40 ACRES OF MUNICIPALLY OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$795,200) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

The City Council is informed that:

WHEREAS, an interest of purchase offer was received from CH Industrial Acquisitions, LLC for 22.40 acres of municipal land in the Las Cruces Innovation and Industrial Park; and

WHEREAS, the City desires to sell two parcels, each parcel encompassing 11.20 acres in size for a total of 22.40 acres to CH Industrial Acquisitions, LLC for development; and

WHEREAS, the properties were appraised by two local appraisers in January and September 2024; and

WHEREAS, one appraiser concluded a value of \$795,200 while the other appraiser valued the property at \$798,000 and summaries of both appraisals are shown on Attachment "A"; and

WHEREAS, the negotiated purchase price is \$795,200; and

WHEREAS, the closing date for the sale of the property will not occur until forty-five (45) days after the adoption of the Ordinance and would occur no later than thirty (30) days after the end of the Inspection Period.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the Real Estate Purchase Agreement between the City and CH Industrial Acquisitions, LLC, as shown in Exhibit "A", attached hereto and made a part of this Ordinance, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

PURCHASE AND SALE CONTRACT ("Contract")

This Contract is entered into by the **CITY OF LAS CRUCES**, a New Mexico municipal corporation ("**Seller**"), and **CH INDUSTRIAL ACQUISITIONS, LLC**, an **Ohio limited liability company**, developer, and/or its assigns ("**Purchaser**").

WITNESSETH:

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately 22.40 acres located at 341 and 371 Alliance Drive, in Las Cruces, Dona Ana County, New Mexico (the "**Land**"), as more particularly described on Exhibit "A", together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the "**Permits**"); all right, title and interest of Seller in and to all site plans, surveys, soil and substratus studies, and engineering and architectural drawings, plans and specifications, in Seller's possession or control, relating to the Land (the "**Plans**"); all equipment and other personal property owned by Seller located on and exclusively used in connection with the operation of the land and improvements (collectively, the "**Personal Property**"); all written service and maintenance contracts and other written contracts, if any, relating to the Property that have been approved by Purchaser during the Inspection Period (as defined below) (collectively, the "**Service Contracts**"). The Land and other items described in the preceding paragraph together constitute the "**Property**."

2. Purchase Price. The purchase price ("**Purchase Price**") is Thirty-five Thousand five hundred per acre, for a total purchase price of \$795,200.00. Final purchase price is based on final Survey at \$35,500 per acre. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing.

3. Earnest Money. Within 3 business days after the Effective Date, Purchaser will deposit with Title Company: TCNM, LLC d/b/a Las Cruces Abstract & Title Company Attention: Monique Tellez, Email: mtellez@lcat.net net the sum of \$39,760.00 as earnest money hereunder. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing or will be otherwise held and disbursed as herein provided.

4. Right to Repurchase. It is the Seller's intent in the sale or lease of municipal property at the Las Cruces Innovation and Industrial Park to encourage development and economic growth. If Buyer does not develop the Property within a five-year period commencing with the date of Closing, Seller shall have the right to repurchase the Property at any time within three (3) years after the expiration of said five-year period upon giving ninety (90) days' prior written notice to Buyer of Seller's intention to repurchase the Property, during which ninety (90) day period Buyer shall have the right to construct vertical

improvements including buildings, structures, and other works of improvement (including, as applicable, landscaping) to be constructed on the property and in which case the Seller's repurchase option shall be null and void. The repurchase price for the Property shall be the price paid by Buyer for the Property when purchased from Seller plus reimbursement for any real property taxes paid by Buyer or its tenant (if any) relating to the Property, less the unpaid balance of any mortgage or deed of trust or other amounts, nonpayment of which may be assessed as liens against the Property. The provisions of this Section 4 shall (i) be specifically enforceable. Should any delay occur, Buyer shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation, shall be extended for a period of time equal to the period Buyer was delayed.

5. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. Within 10 days after the Effective Date, Purchaser will, at Seller's expense, order a current commitment from the Title Company for an ALTA owner's policy of title insurance to the Purchaser, together with legible copies of all listed title exceptions (the "**Title Commitment**").

(b) Survey. Within 10 days after the Effective Date, Seller will deliver to Purchaser, Purchaser's legal counsel, and the Title Company a true and correct copy of Seller's most recent survey of the Property. Purchaser may have prepared a current survey of the Property that complies with the 2016 "Minimum Standard Detail Requirements of ALTA/NSPS Land Title Surveys", and including Table "A" items 1 (monuments), 2, 3, 4, 6(a) and (b)(zoning), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20, or in such other form acceptable to Purchaser (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land. The Survey will also contain a "Survey Notes" list on the face of the survey confirming the following:

"Note 1: The subject property has access to public utilities from the public streets adjacent to the subject property. Note 2: The subject property abuts, without gaps gores or strips, and has vehicular and pedestrian ingress to and egress from _____, which is/are completed, dedicated and accepted public right(s) of way. and/or The subject property abuts, without gaps, gores or strips, an access easement through which the subject property has both vehicular and pedestrian ingress and egress to and from _____, a dedicated and accepted public right-of-way and such access easement abuts said public right-of-way without gaps, gores or strips, [If not, so state]. Note 3: Except as shown and noted on this Survey, based on a careful physical inspection of the subject property and matters of record or provided by the title company or client, there are no visible: (i) height or bulk restrictions, setback lines, parking requirements, party walls, encroachments or overhangs of any improvements upon any easement, right-of-way or adjacent land or encroachment of the improvements located on adjacent land onto the subject property, other than as noted on the Encroachment Table; or (ii) easements, rights-of-way, party walls, or building structures or other improvements, conflicts, officially designated 100 year flood plans or flood prone areas, springs, streams, creeks, rivers, ponds, lakes cemeteries or burial grounds; Note 4: [Except as shown on the survey,] the subject property does not serve any adjoining property for utilities, drainage, structural support or ingress or egress; Note 5: The legal description on and depiction of the subject property contained in the survey describe and depict the same property described in the legal description contained in that certain Title Commitment/Preliminary Report issued by _____ on _____ under Order No. _____; Note 6: The record description of the subject property forms a mathematically closed figure; and Note 7: There is no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill."

For purposes of the property description to be included in the Deed, Title Policy and other documents to be delivered pursuant to Section 9, the field notes prepared by the surveyor will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 3 days after the Effective Date, Seller will deliver to Purchaser copies of all documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; any service contracts; any existing survey of the Property; existing title commitments and/or policies; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; engineering studies; evidence of zoning for the Property; and ad valorem tax notices and receipts for the last 3 years, together with the tax bill for the current year, if any (collectively, the “**Documents**”).

(d) Review of Title, Survey and Documents. Purchaser will have until 11:59 p.m., Eastern Standard Time on that date which is twenty (20) days prior to the expiration of the Inspection Period (“**Approval Period**”), to review and approve the matters reflected in the Title Commitment, Survey and Documents. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property unacceptable to Purchaser in its sole discretion, then Purchaser will notify Seller of Purchaser’s objections prior to the expiration of the Approval Period (“**Objection Notice**”). If Seller fails to cure Purchaser’s objections within 5 days after Seller’s receipt of the Objection Notice (the “**Seller’s Cure Period**”), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller’s Cure Period, whereupon this Contract will be terminated, the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser’s indemnity of Seller as provided in Section 5. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey and Documents. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an “**Amended Report**”), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a “**Supplemental Title Notice**”) to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser’s sole discretion, shown in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be “**Permitted Exceptions.**” Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on Schedule “B – Section I” thereto, all of which (except for the lien or liens for taxes not yet due and payable) will be released or satisfied by Seller at its expense prior to Closing.

6. Feasibility Contingency. Seller and Purchaser acknowledge that they entered into an Early Access Agreement, allowing Purchaser to complete site assessment(s), dated October 1, 2024, by and between Seller and Purchaser granting Purchaser early access to the Property prior to the Effective Date of this Contract, subject to the terms and conditions set forth therein. The obligations of Purchaser under this Contract and consummation of Closing are, at Purchaser’s discretion, subject to Purchaser performing due diligence, completing an inspection of the Property and determining, in Purchaser’s sole discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser. Purchaser will have until 11:59 p.m., Eastern Standard Time, on that date which is one hundred eighty (180) days after the Effective Date (as may be extended hereunder, the “**Inspection Period**”), to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion, including, but not limited to invasive testing, such as soil borings, installation of groundwater

monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. Seller shall, within 5 days after Purchaser's request, complete an owner disclosure form to enable Purchaser to order a Phase I or Phase II Environmental Site Assessment for the Property. During the Inspection Period, Purchaser may file applications with applicable governing authorities for a lot line adjustment, plat or replat of the Property to adjust the common lot line between the two parcels of property that comprise the Land, for its planned development (the "**Plat of Subdivision**"), and to obtain all development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant or other third party at Purchaser's direction (each a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's and such Purchaser Consultant's liability insurance coverage issued with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2,000,000) and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

Purchaser and its duly authorized agents or representatives may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental, and geotechnical studies, or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

Prior to the expiration of the Inspection Period, Purchaser will provide to Seller a list of the service contracts, if any, which Purchaser desires Seller to assign to Purchaser at Closing (the "**Service Contracts**"). Seller will assign the Service Contracts at Closing. Seller will terminate all other agreements and contracts for services at the Property, effective at or prior to Closing.

Purchaser may extend the Inspection Period for up to two (2) additional periods of 30 days each by (i) delivering to Seller and the Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of \$10,000.00 ("**Extension Fee**"), within 5 business days after the expiration of the Inspection Period then in effect. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing. If the Inspection Period is extended as set forth herein and if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section, then the Earnest Money will remain refundable, but any Extension Fee will be non-refundable to Purchaser and treated as a time-off-market fee.

Seller will cooperate with Purchaser in executing any applications or other materials prepared by Purchaser for submission to government authorities in connection with Purchaser's development plans.

If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason), then Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination.

7. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further represents and warrants to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(b) Authority. (i) the execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract; and (ii) as of the Effective Date, the City Council of Seller has adopted an ordinance authorizing Purchaser's acquisition of the Property pursuant to the terms of this Contract (the "**Ordinance**").

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases affect the Property as of the Effective Date and none will affect the Property at Closing.

(e) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(f) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(g) Environmental.

(1) **"Environmental Requirements"** means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. **"Hazardous Materials"** means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, mold, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) To the best knowledge of Seller, during the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best knowledge of Seller, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, clarifiers, or on-site wells.

(4) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(5) The Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release

or threatened release of a Hazardous Material. **“Remedial Action”** means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(6) Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any Environmental Requirement or is otherwise subject to liability under any Environmental Requirement.

(7) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations or other information related to health, safety or the environment with respect to the Property that have been performed during Seller’s ownership of the Property, or which relate to periods prior to Seller’s ownership of the Property and have been provided to Seller.

(8) Seller will indemnify, defend and hold Purchaser harmless from any claims, damages, and liability of every kind, including all expenses of litigation and attorneys’ fees, arising from (i) breach of any Seller representation or warranty; (ii) breach or default under any covenants or agreements set forth in this Contract; or (iii) or incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(h) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting the Property and Seller agrees it will not institute a condemnation or similar proceeding affecting the Property.

(i) Condition of Property. There is no material physical, structural, or mechanical defects in any part of the Property.

(j) Utilities. The Property is served by water, storm and sanitary sewer, gas, electricity, and telephone supplied directly to the Property by facilities of public utilities. To Seller’s actual knowledge, all such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

(k) Personal Property. There is no material personal property owned by Seller and used or associated with the Land.

(l) Documents. To the best knowledge of Seller, the Documents are true, correct and complete in all material respects (and without limitation, Seller has delivered to Purchaser, true, correct and complete copies of each lease and agreement affecting the property and all other material information respecting the Property within its possession or control).

(m) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

(n) Service Contracts. (i) True and complete copies of the Service Contracts have been delivered to Purchaser, (ii) the Service Contracts are free from default by either party, and (iii) there will be

no contracts for services binding upon Purchaser or the Property following Closing except only the Service Contracts expressly approved and assumed by Purchaser pursuant to this Contract.

All of the representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date and will survive Closing for a period of 12 months thereafter.

8. Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by each hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and the Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property.

(e) Ordinance. The Ordinance is effective and the time period set forth in NMSA 1978, Section 3-54-1 without a petition for a referendum election being filed has lapsed, or in the event a petition is properly filed and certified by the municipal clerk, then after the referendum election has occurred and the sale ordinance has been approved thereunder.

(f) Plat of Subdivision. The Plat of Subdivision is in final recordable form and has been approved by the applicable governmental authorities.

If Purchaser determines, in Purchaser's sole direction, that any of the above Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing (as defined in Section 8), then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, the Earnest Money and the Extension Fee(s), if any, will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

Seller will join with Purchaser in executing any applications, plats, or related documents necessary to satisfy the Closing Conditions set forth in this Section, including without limitation, requests for zoning changes or other matters related to Purchaser's use of the Property; provided, however, that Purchaser will pay all fees and expenses incurred by Purchaser in attempting to satisfy said Closing Conditions.

9. Closing. The closing ("**Closing**") will take place at the offices of the Title Company on a date ("**Closing Date**") selected by Purchaser which is on or before the later of (i) ten (10) business days after the date that the Plat of Subdivision is in final recordable form and has been approved by the applicable governmental authorities, written notice of which Purchaser shall deliver to Seller and Title Company, and

(ii) the date thirty (30) days after the expiration of the Inspection Period (as the same may be extended); provided, however, and notwithstanding the foregoing to the contrary, the Closing Date: (i) must be at least 45 days after the date of the Ordinance and (ii) must occur only after the expiration of the time period set forth in NMSA 1978, Section 3-54-1 (permitting a petition for referendum on the sale of the Property to be filed with the municipal clerk) without a petition being filed, or in the event a petition is properly filed and certified by the municipal clerk, then after the referendum election has occurred and the sale ordinance approved thereunder, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least five (5) business days in advance of the exact Closing Date. If a petition for referendum on the sale of the Property is filed under NMSA 1978, Section 3-54-1, Seller shall immediately provide written notice of the same and a copy of the petition to Purchaser.

10. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver to Purchaser, at Seller's expense, the following:

(a) Deed. A general warranty deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will be in form acceptable to Purchaser, and will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by the Title Company, insuring good and marketable fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

(i) Seller will comply with all Schedule B General Requirements (and equivalents) and such requirements will be removed;

(ii) All general exceptions will be removed;

(iii) The exception relating to standby fees and ad valorem taxes will except only to taxes owing for the current year and subsequent assessments for prior years due to change in Property usage or ownership;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Evidence of Authority. Such documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Assignment of Additional Interests. An assignment of the Additional Interests in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions.

(f) Assignment and Assumption Agreement. Assignment and Assumption Agreement covering any of the Permits and any Service Contracts approved by Purchaser in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions (the "**Assignment and Assumption Agreement**");

(g) Originals. Originals of all of the Service Contracts;

(h) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(k) Possession. Possession of the Property shall be delivered at Closing. It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing.

11. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Assignment and Assumption Agreement. A counterpart of the Assignment and Assumption Agreement.

(d) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be upon the basis of (i) the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation, and (ii) if the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within 30 days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with the Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Seller will be responsible for all rollback taxes and other taxes and if rollback taxes are assessed, Seller will pay or escrow with the Title Company an amount determined by the Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys, one-half of the escrow fees charged by Title Company and one-half of the Survey costs. Seller will pay for the costs of (i) the tax certificates, (ii) all documentary and other transfer taxes payable in connection with the recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will

be borne by the parties in accordance with the general custom and practice in Dona Ana County, New Mexico, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 11 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

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

14. Destruction/No Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: Seller will assign the insurance proceeds to Purchaser. Notwithstanding the foregoing, if such casualty is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and Extension Fees will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property. Seller agrees it will not institute a condemnation or similar proceeding affecting the Property.

15. Severability. If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present laws, the remainder of this Agreement shall not be affected thereby.

16. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows:

Seller: The City of Las Cruces
Attn: Real Estate Administrator
700 N. Main St.
Las Cruces, NM 88001
Telephone: 575-528-3471
Email: realestate@las-cruces.org

Purchaser: CH Industrial Acquisition, LLC
Attn: Nelson G. Yoder
6640 Riverside Dr., Suite 500
Dublin, OH 43017
Telephone: (614) 335-2020
Email: nyoder@crawfordhoying.com

With a copy to: Crawford Hoying
Attn: Jeffrey D. Roberts, Esq.
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017
Telephone: (614) 335-2020
Email: jroberts@crawfordhoying.com

With a copy to: CBRE El Paso
Attn: Chadwick McClesky
221 N. Kansas Suite 2100
El Paso, TX 79901
Telephone: (915) 585-3883
Email: chad.mccleskey@cbre.com

17. Remedies. If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, the Earnest Money (including any Extension Fees) will be refunded to Purchaser, and Seller will reimburse Purchaser for its reasonable out-of-pocket expenses incurred in connection with this Contract and its due diligence during the Inspection Period, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5 and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by the Seller will not be deemed to have occurred unless and until Seller has failed to cure within 10 days of receipt of notice from Purchaser of such default.

If Purchaser fails to close the transaction contemplated hereunder, except due to a default by Seller and subject to the termination right set forth in Section 16, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from the Title Company the Earnest Money (including any Extension Fees) deposited with the Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within 10 days of receipt of written notice from Seller of such default. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller will accept the

Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations will not apply to Purchaser's indemnities pursuant to Section 5.

18. Referendum Election Contingency. Seller and Purchaser acknowledge that if a referendum election is held pursuant to NMSA 1978, Section 3-54-1 and the Ordinance is disapproved under such election, Seller or Purchaser may terminate this Contract at any time after the date of such election, by delivering written notice of such termination to the other party, in which case this Contract shall terminate and be of no further force or effect, the Earnest Money and any Extension Fees will be refunded to Purchaser within five (5) days after delivery of the notice of termination, and the parties shall be forever released and discharged of any obligations under this Contract other than any obligations which expressly survive such termination.

19. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the State of New Mexico and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects. Seller has complied or will comply with the requirements of the Las Cruces Municipal Code and New Mexico state statutes in connection with its obligations under this Contract. Any liability of Seller under this Contract is subject to the immunities and limitation of the New Mexico Tort Claims Act.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Confidentiality. Buyer and Seller hereby acknowledge that all aspects of the transaction contemplated by this Agreement is subject to the New Mexico Inspection of Public Records Act (IPRA), but otherwise shall be kept strictly confidential unless an IPRA request is submitted. Except as may be required by IPRA or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Buyer and Seller shall not divulge any information to other persons or entities, including, without limitation, appraisers, real estate brokers, competitors of the parties, or any other prospective purchasers; provided, however, that the foregoing shall not preclude Buyer from disclosing information to its employees, agents and professional advisors, or Seller from disclosing information to individuals upon prior written consent of Buyer, so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section 17(h). Furthermore, Buyer and Seller, hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated hereby, without first obtaining the written consent of the other party hereto.

(h) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

(i) Assignment. Purchaser may, at its option and at any time during this Contract, assign the Contract without the consent of Seller; provided, however, if Purchaser does assign this Contract, Purchaser shall provide notice to Seller and a copy of a fully-executed assignment and agreement no later than fifteen (15) days prior to the Closing Date.

(j) Effective Date. All references in this Contract to the “**Effective Date**” will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(k) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(l) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(m) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(n) Waiver of Jury Trial. To the extent permitted under applicable law, each of seller and purchaser waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between seller and purchaser arising out of this contract or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

(o) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-

Agenda Item #7.4.

corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF LAS CRUCES,
a New Mexico municipal corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

APPROVED AS TO FORM:

CITY ATTORNEY

PURCHASER:

CH INDUSTRIAL ACQUISITIONS, LLC, an Ohio
limited liability company

By:  _____
Name: Brent D. Crawford
Title: Manager
Date Signed: September 17, 2024

**RECEIPT OF ONE (1) EXECUTED COUNTERPART OF
THIS CONTRACT IS HEREBY ACKNOWLEDGED:**

TITLE COMPANY:

TCNM, LLC
d/b/a Las Cruces Abstract & Title Company

By: _____
Name: _____
Its: _____
Effective Date: _____

EXECUTED to be effective as of the Effective Date.

SELLER:

THE CITY OF LAS CRUCES,
a New Mexico municipal corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

APPROVED AS TO FORM:

 for BD 10/2/24

CITY ATTORNEY

PURCHASER:

CH INDUSTRIAL ACQUISITIONS, LLC, an Ohio
limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

**RECEIPT OF ONE (1) EXECUTED COUNTERPART OF
THIS CONTRACT IS HEREBY ACKNOWLEDGED:**

TITLE COMPANY:

TCNM, LLC
d/b/a Las Cruces Abstract & Title Company

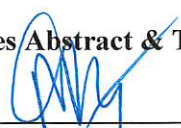
By:  _____
Name: Monique Y. Tellez
Its: Escrow Officer
Effective Date: 09/18/2024

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 AND LOT 5 OF THE WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1, A SUMMARY SUBDIVISION OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK IN SECTIONS 34 AND 35, T.23S., R.1W., N.M.P.M. OF DONA ANA COUNTY, NEW MEXICO, AS THE SAME APPEAR ON THE OFFICIAL PLAT FILED IN PLAT RECORD 22, PAGE 413-414 IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO.

APPRAISAL REPORT
27 Parcels of Varying Size Located in
The Las Cruces Innovation and Industrial Park
Las Cruces, New Mexico
PO#: 24203519



Prepared for:
Bill Hamm
Real Estate Manager
Economic Development Department
City of Las Cruces
Las Cruces, New Mexico 88001

Date of Value: January 9, 2024
Date of Report: January 22, 2024

MILLER APPRAISAL GROUP
Real Estate Appraisers and Consultants

Don Miller, MAI, SRA
State Certified General - New Mexico
New Mexico Certificate #397-G

PO Box 1042
Mesilla Park, NM 88047
(575)640-3500

January 22, 2024

City of Las Cruces
Economic Development Department
Real Estate Manager
Las Cruces, New Mexico 88001
Attn.: Bill Hamm

Re: Real Estate Appraisal
27 Land Parcels, Innovation and Industrial Park
Las Cruces, New Mexico
PO#: 24203519

Dear: Mr. Hamm:

At your request, I have completed an appraisal and am pleased to submit this appraisal report addendum on the above referenced property for the purpose of estimating the “as is” individual market value for each of the subject parcels identified in the table presented on Pages 3 and 4. It is understood the intended use of this report is to assist The City of Las Cruces, Economic Development Department, our client, with the valuing of the real estate for asset management and/or decision making, which may include establishing an asking price, or judging the acceptability of an offer to purchase. The effective date of this appraisal addendum is the date of my last on-site inspection, which was January 9, 2024.

This is an addendum to the prior appraisal having an effective date of March 28, 2023, and is hereby attached to that appraisal by reference. As attached by reference, this report addendum along with the previous appraisal represents an **Appraisal Report** intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). The depth of discussion contained in this report addendum and attached to the original report by reference is specific to the needs of the client for the intended use stated above. The appraiser is not responsible for unauthorized use of this report. Throughout the remainder of this document, “report”, “appraisal”, “report addendum”, and/or “appraisal addendum” will be synonymous with “appraisal” and/or “appraisal report”. Additional Contingent, Limiting, Special Instructions, Hypothetical Conditions, and/or Extraordinary Assumptions affecting this report can be found starting on page 63.

This report addendum is prepared in accordance with the standards and reporting requirements of USPAP as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Institute, and appropriate state laws, regulations, policies, and procedures. Furthermore, in accordance with prior agreement between the client and the appraiser, this addendum is in compliance with the minimum **Scope of Work** as outlined in the engagement letter.

This report is made following my on-site inspection, and an investigation into recent pertinent market information, primarily sales data of properties exhibiting legal, physical, locational, and economical characteristics judged to be similar to the subject.

Miller
Appraisal Group

“As Is” Market Value

After considering the merits of the data and information contained within our files, and the application of conventional appraisal approaches, I estimate the “as is” individual Market Value for each of the 27 subject parcels, as of January 9, 2024, to be as presented in the following table:

City Property No.	Map Code	Street Location	Size (Ac.)	Value Indication per Acre	Final Value Estimate (R)
I-1	3002138374410	S. Crawford Blvd.	88.18	\$9,495	\$837,270
I-2*	3002138187440	S. Crawford Blvd.	82.75*	\$10,550	\$873,015
I-3	3002138489311	S. Crawford Blvd. & Venture Dr.	10.26	\$35,500	\$364,230
I-4	3003138134441	Advancement Ave.	112.41	\$7,807	\$877,585
I-5	3003138403248	Robert Larson Blvd., Rea Blvd. & Advancement Ave.	92.51	\$10,181	\$941,845
I-6	3003138260224	Rea Blvd.	4.28	\$39,050	\$167,134
I-7	3003138171263	Rea Blvd. & Alliance Dr.	11.20	\$35,500	\$397,600
I-8	3003138175211	Industrial Park Ave., Rea Dr. & Alliance Dr.	11.20	\$35,500	\$397,600
I-9	3003138173153	Industrial Park Ave., Rea Dr. & Alliance Dr.	7.80	\$35,500	\$276,900
I-10	3003138168110	Rea Dr. & Alliance Dr.	8.82	\$35,500	\$313,110
I-11	3003138167061	Robert Larson Blvd. & Rea Blvd.	15.30	\$36,743	\$562,170
I-12	3003138075151	Alliance Dr.	7.14	\$35,500	\$253,470
I-13	3003138077110	Alliance Dr.	7.80	\$35,500	\$276,900
I-15	3003137293442	North Frontage Rd.	67.00	\$11,605	\$777,535
I-16	3003137408396	Armory Rd.	5.05	\$39,050	\$197,205
I-17	3003137162287	Easement off of N. Crawford Blvd.	90	\$8,809	\$792,810
I-18	3002137426366	N. Frontage Rd. Harry Burrel Blvd. & Rocket Dr.	28.86	\$11,869	\$342,540
I-19	3002137442277	Harry Burrel Blvd. & Rocket Dr.	3.36	\$32,838	\$110,335
I-20	3002137450234	Harry Burrel Blvd.	3.16	\$32,838	\$103,770
I-21	3002137418212	Harry Burrel Blvd.	3.00	\$32,838	\$98,515
I-22	3002137402243	Harry Burrel Blvd.	3.00	\$32,838	\$98,515
I-23	3002137391275	Harry Burrel Blvd. & Rocket Dr.	3.00	\$32,838	\$98,515
I-24	3002137345243	Rocket Dr.	17.65	\$25,738	\$454,276

*27 Land Parcels, LC Innovation and Industrial Park
Las Cruces, New Mexico*

City Property No.	Map Code	Street Location	Size (Ac.)	Value Indication per Acre	Final Value Estimate (R)
I-25	3002137281253	Rocket Dr.	11.50	\$29,288	\$336,810
I-26	3002137344329	N. Frontage Rd. Harry Burrel Blvd. & Rocket Dr.	111.26	\$9,231	\$1,027,040
I-27	3002137410487	Mountain Vista Parkway	44.73	\$12,238	\$547,405
I-28	3002138417065	Mountain Vista Parkway	48.78	\$12,660	\$617,555

*Please see page 65 for a hypothetical condition.

Retained in our files are field notes, drawings, maps and work papers upon which, in part, my opinions were based. If you have any questions, or if I can be of further service, please contact me. Thank you for this opportunity to be of service.

Cordially,

MILLER APPRAISAL GROUP



Donald E. Miller, MAI, SRA
Certified General Appraiser
Certificate No.: 397-G, NM

NON-RESIDENTIAL RESTRICTED APPRAISAL REPORT

This is a Non-Residential Restricted Appraisal Report which complies with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's working file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

SUBJECT: Appraisal of Two Tracts of Vacant Land, Legally Described as Lots 4 and 5 WEST MESA INDUSTRIAL PARK No. 26, Replat No. 1, Las Cruces Innovation and Industrial Park, Las Cruces, Dona Ana County, NM. Lot 4 and Lot 5 contain 11.2044 acres and 11.2045 acres, respectively, totaling 22.4089 acres.

LOT 4



LOT 5



- CLIENT:** City of Las Cruces, PO Box 20000 Las Cruces NM 88004
- INTENDED USE:** To meet Las Cruces Municipal Code requirements in assisting the intended users in facilitating a real estate purchase agreement between the City of Las Cruces and CH Industrial Acquisition, an Ohio limited liability company for the subject property.
- INTENDED USER:** CH Industrial Acquisition, an Ohio limited liability company
- PROPERTY RIGHTS:** Fee Simple
- TYPE OF VALUE:** Market Value

DEFINITION OF MARKET VALUE: Although the appraisal communicated in this report was not prepared for a financial institution, the definition of market value specified in regulations pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) has been use in this assignment.

CONDITIONS OF APPRAISAL: The appraisal was performed “as is”; no extraordinary assumptions or hypothetical conditions were used.

SALE AND LISTING HISTORY: The subject property is pending Las Cruces City Council consideration for a sale to a private party for development that is in alignment with the Las Cruces Innovation and Industrial Park Master Plan. The property has not been sold within the past three years and is under contract for a reported \$795,200.00.

SCOPE OF WORK: The scope of this assignment is to prepare a **appraisal report** supporting an “as is” market value for the subject property. In preparing this appraisal, the appraiser:

- reviewed prior appraisals on the subject property;
- conducted an on-site inspection of the subject property;
- gathered information on the subject’s market area;
- gathered and confirmed information on comparable sales;
- as detailed below, applied the Sales Comparison to value. The Income Approach and Cost Approach were not applicable due to the subject being vacant land with a Highest and Best Use of future Industrial development. Exclusion of these approaches does not limit the credibility of the conclusion in this report. Documentation of the analysis performed on this property remains in the appraiser’s work file.
- reconciled the pertinent data to arrive at a final value estimate

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. This means that no departures from Standard 1 were invoked.

OPINIONS AND CONCLUSIONS

HIGHEST AND BEST USE: Future mix-use Industrial development

EXPOSURE TIME: Approximately 12 months

EFFECTIVE DATE: September 20, 2024

RESULT OF APPROACHES TO VALUE:

SALES COMPARISON	\$798,000
INCOME APPROACH	N/A
COST APPROACH	N/A

RECONCILIATION: Since the subject property is a vacant tract of land with a Highest and Best Use of future development, only the Sales Comparison Approach is applicable to this analysis. The supporting documentation for the analysis and development of the Sales Comparison Approach is retained in the appraiser's work file.

OPINION OF MARKET VALUE: \$798,000

ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal is subject to the following conditions and to such other specific and limiting conditions as set forth in the report.

- The distribution of the total valuation in this report between land and improvements, if any, applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
- The legal description used in this report is assumed to be correct.
- No responsibility is assumed for matters of a legal nature affecting the property appraised or the title thereto, nor is an opinion of title rendered. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. Unless otherwise stated in the report, it is assumed that the title of the subject property is in fee simple under single ownership and is good and marketable. The property is appraised as though under responsible ownership and competent management.
- Information, estimates, and opinions furnished by others were obtained from sources considered reliable and believed to be true and correct. A reasonable effort has been made to verify such information. However, no responsibility for accuracy of such items is assumed by the appraiser.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
- Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed unless non-compliance is stated, defined and considered in the appraisal report.
- Applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
- All required licenses, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering

Agenda Item #7.4.

knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

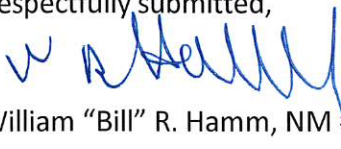
- Mortgage financing, if any, is assumed to be available for the project.
- Upon acceptance of this report, the Assumptions and Limiting Conditions set forth herein have been agreed to by the client and the appraiser.

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this certification.
- As of the date of this report, I have completed the requirements of the continuing education program of the State of New Mexico Real Estate Appraisers Board.

Respectfully submitted,



William "Bill" R. Hamm, NM #1300-G

October 3, 2024

WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1

A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS "WEST MESA INDUSTRIAL PARK NO. 26, REPLAT NO. 1".

ALL RIGHTS OF WAY, AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES 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.

INSTRUMENT OF OWNERSHIP: SPECIAL WARRANTY DEED FILED MAY 31 1985 IN DEED RECORD 296, PAGE 378 AND SPECIAL WARRANTY DEED IN DEED RECORD 293, PAGE 160 DONA ANA COUNTY RECORDS.

We the undersigned owners hereby set our hands this 17th day of January, 2007-2008

MAYOR KEN-D. MIYAGISHIMA
CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, N.M. 88004

ATTEST: ESTHER MARTINEZ
CITY CLERK

State of New Mexico }
County of Dona Ana }ss

The foregoing instrument was acknowledged before me this 17th day of January, 2007 by William M. Matias City of Las Cruces, New Mexico. Ken D. Miyagishima

My commission expires: 8-21-2011

By: Carolyn J. Horner
(Notary Public) OFFICIAL SEAL
CAROLYN J. HORNER
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 8-21-2011

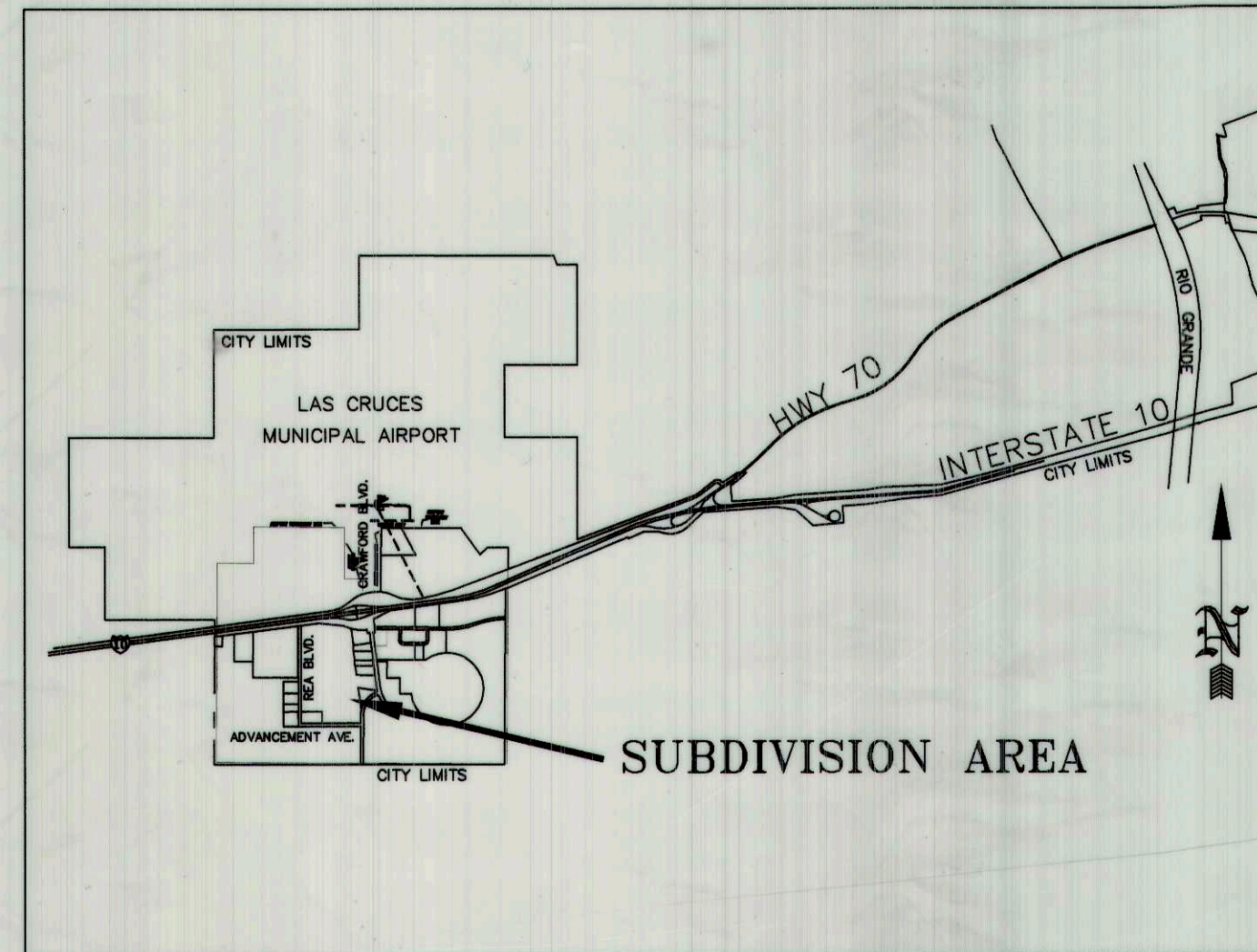
PLAT NO. 4690 RECEPTION NO. 02938

STATE OF NEW MEXICO)
COUNTY OF DONA ANA)ss

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 30th DAY OF January, 2008 AT 10:23:31 O'CLOCK AND DULY RECORDED IN PLAT RECORD 22, PAGE(S) 413-414 AND FILED IN THE RECORDS OF THE COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO.

Rita Torres
COUNTY CLERK

Angelica Valenzuela
DEPUTY COUNTY CLERK



VICINITY MAP

N.T.S.

THIS PLAT HAS BEEN APPROVED BY THE PUBLIC WORKS, UTILITIES, AND THE COMMUNITY DEVELOPMENT DEPT. OF THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THIS PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES; SUBJECT TO ANY & ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

Muello
DIRECTOR OF PUBLIC WORKS

1-04-08

DATE

Jose A. Geron
DIRECTOR OF UTILITIES

1/15/08

DATE

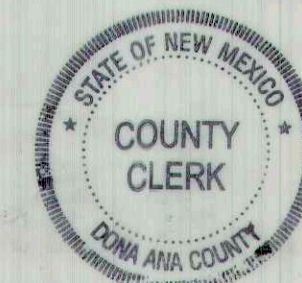
David Wein
DIRECTOR OF COMMUNITY DEVELOPMENT

12-19-07

DATE

I, GILBERT CHAVEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Gilbert Chavez
GILBERT CHAVEZ
NMPS 6832



UTILITY APPROVAL

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: [Signature] DATE: 12/17/07
FOR EL PASO ELECTRIC CO. 12/28/08

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) TELEPHONE UTILITIES.

BY: [Signature] DATE: 12/14/07
FOR QWEST TELEPHONE COMPANY 1/28/2008

QWEST COMMUNICATIONS, INC. DISCLAIMER

This plat has been approved for easement purposes only. The signing of this plat does not in any way guarantee telephone service to the subdivision

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLEVISION OF NEW MEXICO, INC., ARE SATISFACTORY INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES

BY: [Signature] DATE: 12-14-07
FOR COMCAST CABLEVISION OF N.M. 1/29/08

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO RIO GRANDE GAS COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (ABOVEGROUND ONLY) (UNDERGROUND AND/OR ABOVEGROUND) NATURAL GAS UTILITIES.

BY: [Signature] DATE: 1-30-08
FOR RIO GRANDE GAS

LAS CRUCES PLANNING & ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

Nancy Binner 12/19/07
CHAIRMAN DATE
[Signature] 12/19/07
SECRETARY DATE

PUBLIC WORKS DEPARTMENT CITY OF LAS CRUCES, NEW MEXICO				
PROJECT TITLE: WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO 1				
PROJECT NO. 07S046				
SCALE 1"=300'	DATE	REVISIONS		SHEET
SURVEYOR GILBERT CHAVEZ PLS	JUNE 2007			1
DRAWN BY JOHN RIVERA	JUNE 2007	Oct. 2007		OF 2
CHECKED BY				

T23S R1W SEC 34 & 35

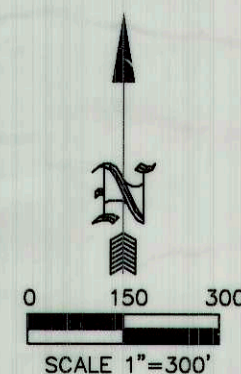
413

WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1

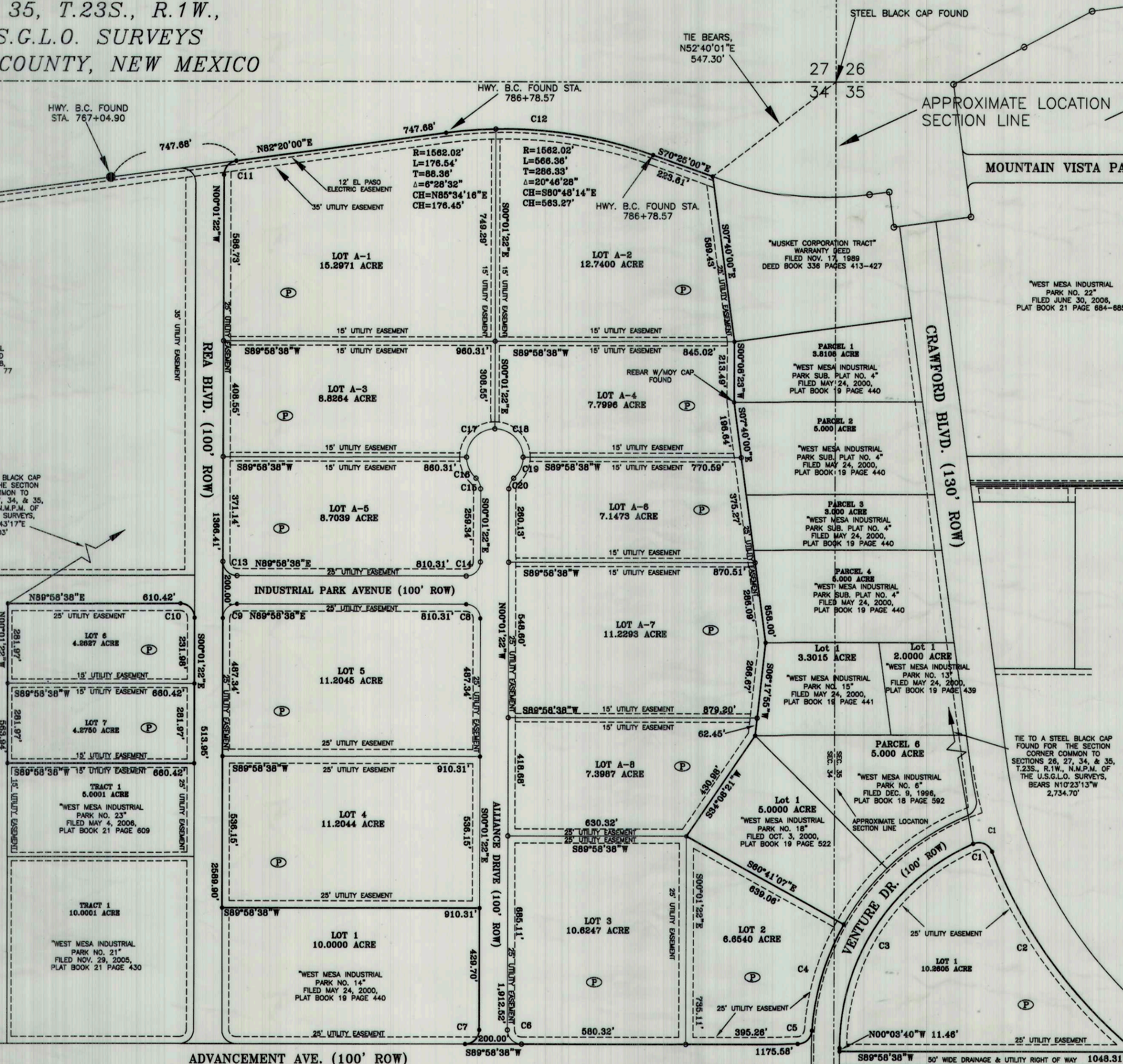
A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

INTERSTATE 10
N.M. PROJ. NO. I-010-2(30)130

INTERSTATE 10
N.M. PROJ. NO. I-010-2(30)130



CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	50.00'	92°31'21"	80.74'	52.25'	S67°36'43"E	72.25'
C2	1706.19'	29°37'18"	882.09'	451.14'	S35°52'55"E	872.30'
C3	790.00'	66°11'07"	912.57'	514.85'	N33°01'55"E	862.67'
C4	890.00'	25°25'35"	394.96'	200.79'	S16°35'34"W	391.73'
C5	50.00'	86°05'52"	75.13'	46.71'	S46°55'42"W	68.26'
C6	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C7	50.00'	89°59'56"	78.54'	50.00'	N44°58'38"E	70.71'
C8	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C9	50.00'	90°00'00"	78.54'	50.00'	N44°58'38"E	70.71'
C10	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C11	50.00'	82°21'21"	71.87'	43.74'	N41°09'19"E	65.84'
C12	1562.02'	27°15'00"	742.90'	378.61'	S84°02'30"E	735.92'
C13	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C14	50.00'	90°00'00"	78.54'	50.00'	S44°58'38"W	70.71'
C15	50.00'	48°11'23"	42.05'	22.36'	S24°07'03"E	40.82'
C16	100.00'	48°11'23"	84.11'	44.72'	S24°07'03"E	81.65'
C17	100.00'	90°00'00"	157.08'	100.00'	S44°58'38"W	141.42'
C18	100.00'	90°00'00"	157.08'	100.00'	N45°01'22"W	141.42'
C19	100.00'	48°11'23"	84.11'	44.72'	N24°04'20"E	81.65'
C20	50.00'	48°11'23"	42.05'	22.36'	N24°04'20"E	40.82'



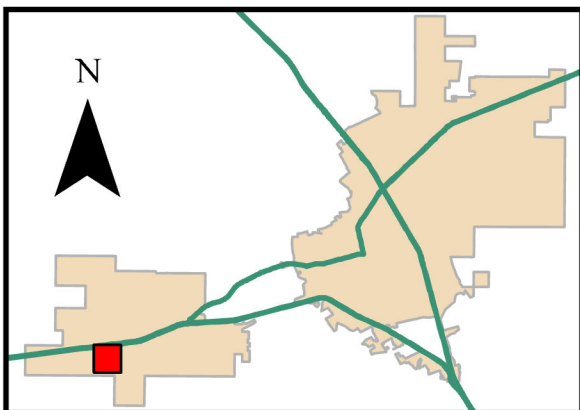
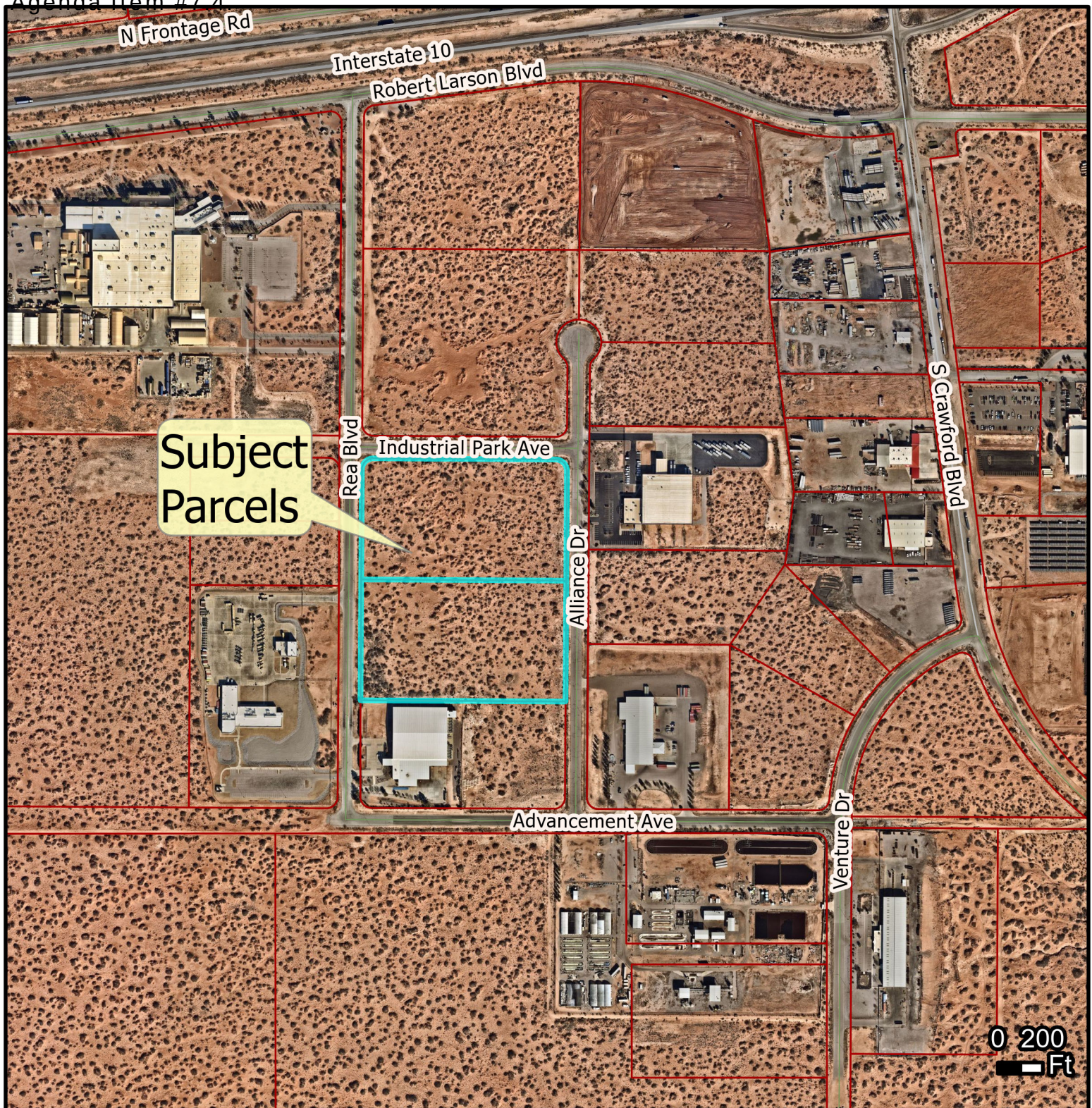
- NOTES:
1. BASIS OF BEARING "ADVANCEMENT AVENUE" DEDICATION PLAT, AS FILED APRIL 28, 2000, IN PLAT BOOK 19 PAGE 423, DONA ANA COUNTY RECORDS. U.S.G.L.O. SURVEYS
 2. REBAR WITH C.L.C. CAP SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
● REBAR WITH C.L.C. CAP FOUND
○ REBAR WITH C.L.C. CAP SET
 3. FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, IN MAP NO. 35013C0626E. SEPTEMBER 27, 1991
 4. DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING UTILITY STUBOUTS TO EACH LOT.
 5. LAND OWNER SHALL BE RESPONSIBLE FOR PONDING AND MAINTENANCE OF ON LOT PONDING.
 6. SUBJECT TO EASEMENTS OF RECORD.
 7. THE LAND OWNER OF LOT 2A SHALL BE RESPONSIBLE FOR SECURING N.M.D.O.T. PERMITS REQUIRED TO OBTAIN ANY ACCESS TO THE I-10 FRONTAGE ROAD SYSTEM PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
 8. MEASURED BEARINGS/DISTANCES = RECORD BEARINGS/DISTANCES.
 9. ENTIRE SUBDIVISION IS ZONED WMIP.
 10. DRIVEWAY ACCESS TO LOT A-1 WILL BE THROUGH REA BLVD.

I, GILBERT CHAVEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

GILBERT CHAVEZ
NMPS 6832

		PUBLIC WORKS DEPARTMENT CITY OF LAS CRUCES, NEW MEXICO	
PROJECT TITLE: WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1			
PROJECT NO. 07S046			
SCALE 1" = 300'	DATE	REVISIONS	
SURVEYOR GILBERT CHAVEZ PS	JUNE 2007		
DRAWN BY JOHN RIVERA	JUNE 2007	Oct. 2007	Jan. 24, 2008
CHECKED BY			

T23S R1W SEC 34 & 35



Lot 4 and 5 of the West Mesa
Industrial Park No. 26, Replat 1

Mesilla Valley EDA Project Assessment System - Project Summary

For the Fiscal Years: 2024-2028

Jobs and Payroll

New direct jobs created	22
New direct payroll	\$915,200
Average payroll per employee	\$41,600
Benefits	\$0

Capital Investment

Value of new construction	\$56,000,000
Value of new equipment purchases	\$6,000,000

Economic Impact*

Total value of economic impact	\$9,854,093
Total new jobs supported	26
Total new labor income supported	\$4,343,923
Household spending supported	\$3,882,516

Construction Impact

Total value construction impact	\$68,994,013
Total new jobs supported	479
Total new labor income supported	\$25,695,151

New Tax Revenue (direct and indirect)*

County and Local Taxes

Property	\$3,386,805
Gross Receipts	\$1,920,122

State Taxes

Property	\$139,857
Gross Receipts	\$3,213,266

*** Includes jobs, payroll, output and tax revenues of companies assisted by the Mesilla Valley EDA as well as secondary impacts at other local businesses. Report includes only impacts created in the fiscal years from 2024-2028. Additional impacts will be generated in future years.**



**3088; Council
Bill 25-017**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	November 18, 2024	Adopted:	December 2, 2024
Drafter:	Isaac Holguin	Department:	City Manager's Office
Program:	Housing & Neighborhood Services	Line of Business:	Housing & Neighborhood Services
Title:	AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL KNOWN AS PARCEL NUMBER 4-007-135-366-477 (AKA 905 S CAMPO ST.), TO MESILLA VALLEY PUBLIC HOUSING AUTHORITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY'S AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.		

TYPE OF ACTION: ☐ Administrative ☒ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Ordinance for land donation for affordable housing.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) acquired 905 S Campo St. on May 16, 2011. This parcel was acquired from the Mesilla Valley Public Housing Authority (MVPHA) and is currently vacant.

The donation of a parcel of land for affordable housing development to an approved Qualifying Grantee agency is allowed under the State of New Mexico's Affordable Housing Act (The Act) NMSA 1978 Chapter 104 and in conjunction with the City's Affordable Housing General Oversight Ordinance Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code.

MVPHA, an approved Qualifying Grantee agency and current owner of the adjoining parcel of land desires to acquire the City-owned parcel for affordable housing development to be known as Paseos Verdes. Paseos Verdes is a three-phase housing development with the first phase being built on the subject property. The first phase will be an 80-unit complex that will allow residents of the nearby public housing units to relocate and allow for the redevelopment of the adjoining parcels.

The Paseos Verdes Development will serve as a catalyst for revitalizing the designated Metropolitan Redevelopment Area (MRA), creating momentum for economic growth and urban renewal. By offering modern, affordable housing in its first phase, Paseos Verdes will provide relocation opportunities for current public housing residents while unlocking the potential for redeveloping adjacent parcels. This project will not only address the critical need for affordable housing but also stimulate further investment and development in the surrounding community, aligning with the MRA's goals for transformation and long-term sustainability.

Agenda Item #7.5.

With the approval of the ordinance and the award of the Low Income Housing Tax Credit (LIHTC) funding the title will transfer from the City to MVPHA.

SUPPORT INFORMATION:

[Attachment "A" Vicinity Map](#)

PLAN(S):

Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Affordable Housing Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance for the donation of a parcel of City owned property to Mesilla Valley Public Housing Authority for affordable housing development.
2. Vote "No"; this will not approve the ordinance allowing for the donation of the parcel to Mesilla Valley Public Housing Authority which would cause the parcel to remain vacant.
3. Vote to "Amend"; this will direct staff to modify the proposed ordinance.
4. Vote to "Table"; this will direct staff to modify the proposed ordinance.

ORDINANCE 3088; COUNCIL BILL 25-017

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL KNOWN AS PARCEL NUMBER 4-007-135-366-477 (AKA 905 S CAMPO ST.), TO MESILLA VALLEY PUBLIC HOUSING AUTHORITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY'S AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) acquired the property at 905 S Campo St. on May 16, 2011, from Mesilla Valley Public Housing Authority (MVPHA), and is currently vacant; and

WHEREAS, the donation of a parcel of land for affordable housing development is allowed under the State of New Mexico's Affordable Housing Act, NMSA 1978 Chapter 104, and in conjunction with the City's Affordable Housing General Oversight Ordinance, Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code; and

WHEREAS, MVPHA, an approved Qualifying Grantee agency, desires to acquire the City-owned parcel at 905 S Campo St. for affordable housing development to be known as Paseos Verdes, a three-phase housing project; and

WHEREAS, the Paseos Verdes Development will provide 80 units of affordable housing in its first phase, facilitating the relocation of current public housing residents and contributing to the revitalization of the Metropolitan Redevelopment Area (MRA).

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the donation of the property is contingent upon MVPHA receiving Low-Income Housing Tax Credit (LIHTC) funding.

(II)

THAT upon the award of LIHTC funding the City Manager is authorized to sign and execute the warranty deed for the transfer of the property at 905 S Campo St. to MVPHA.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.5.

APPROVED

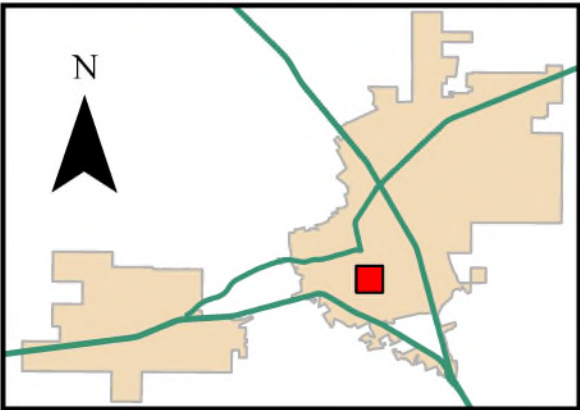
ATTEST:

Moved by:

Seconded by:

AYES

NAYS



905 S. Campo Street

