

CITY COUNCIL AGENDA

Mayor
Eric Enriquez

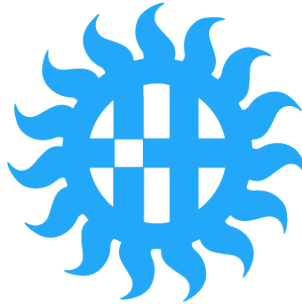
Monday, November 18, 2024 at 1:00 PM

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.

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1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Councilor Corran.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Corran.
- 1.3. Jobs of the Week.
- 1.4. Pets of the Week.
- 1.5. New Lead and Copper Rule.

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 October 21, 2024. 4 - 26
[City Council - Oct 21 2024 - Minutes - Pdf](#)
- 5.2. Work Session of October 15, 2024 and October 28, 2024. 27 - 47
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6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 6.1. RESOLUTION NO. 25-059: A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS WITH MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; TERRACON CONSULTANTS, INC.; ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC ALL OF LAS CRUCES, NM, AND GEOLOGIC ASSOCIATES, INC. DBA DANIEL B. STEPHENS & ASSOCIATES AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL BOTH OF ALBUQUERQUE, NM, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$2,000,000 PLUS APPLICABLE TAXES PER VENDOR, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (22-23-036 ENVIRONMENTAL ENGINEERING SERVICES). 48 - 56
- [Resolution No. 25-059 - Pdf](#)

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

- 7.1. RESOLUTION NO. 25-060: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM. 57 - 69
- [Resolution No. 25-060 - Pdf](#)
- 7.2. RESOLUTION NO. 25-061: A RESOLUTION APPROVING THE AMENDED AND RESTATED MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO) JOINT POWERS AGREEMENT FOR THE GOVERNANCE OF THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION. 70 - 102
- [Resolution No. 25-061 - Pdf](#)
- 7.3. RESOLUTION NO. 25-062: A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT DEFINING THE ROLES AND RESPONSIBILITIES OF THE CITY OF LAS CRUCES AND THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION. 103 - 116
- [Resolution No. 25-062 - 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).
- 9.1. 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. 117 - 154
- [Ordinance No. 3086 - Pdf](#)
- 9.2. COUNCIL BILL NO. 25-016; ORDINANCE NO. 3087: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT 155 - 189

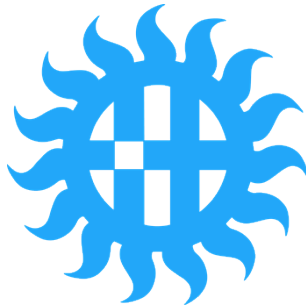
BETWEEN THE CITY OF LAS CRUCES AND CH INDUSTRIAL ACQUISITIONS, LLC FOR THE SALE OF APPROXIMATELY 22.40 ACRES OF MUNICIPALLY OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$795,200) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

[Ordinance No. 3087 - Pdf](#)

- 9.3. 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. 190 - 194

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10. **CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT**
11. **CITY MANAGER REPORT**
12. **ADJOURNMENT**



MINUTES

City Council

Monday, October 21, 2024 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR MCCLURE.

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

Mayor Enriquez recognized the Veteran's Parade Grand Marshals.

Councilor McClure presented Richard Weaver with a proclamation for The Friends of the Community Candy Drop Day.

Councilor McClure presented Aaron Butler with a proclamation for Pride of New Mexico Day.

Councilor McClure presented Nicole Perez and Angie Frias with a proclamation for Careers in Construction Month.

Councilor McClure presented Enrique Garcia with a proclamation for Lights on Afterschool Day.

Councilor McClure presented Martha Rodriguez with a proclamation for the 25th Anniversary of Las Esperanzas.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to allow Councilor Bencomo to participate via Zoom.

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

1.3 JOBS OF THE WEEK.

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

1.4 PETS OF THE WEEK.

Carol Nielson, Animal Services Center of the Mesilla Valley presented Pets of the Week.

1.5 CONFLICT OF INTEREST - HOUSING & NEIGHBORHOOD SERVICES.

Natalie Green, Housing and Neighborhood Revitalization Administrator said this is a public disclosure for a potential conflict of interest regarding former Mayor Pro Tem Kasandra Gandara and La Casa, Inc. I am going to provide a little context on to why we do this.

The city is recipient of both Community Development Block Grant funds and Home Investment Partnerships and the regulations that apply are 24 CFR 570, 92, and 200. In those regulations a covered person is any person who is an employee, agent, consultant, officer, or elected official, or appointed official of the recipient. In this case it is the city and any public agency or sub recipient. In this case it is La Casa who receives CDBG or HOME Funds and this includes individuals with decision making authority in the administration of CDBG or HOME Funds.

Prohibited actions, it is just a general rule that anyone who exercises or has exercised any functions or responsibilities with respect to CDBG or HOME activities have to disclose any potential conflict of interest, and that conflict extends one year after the tenure of in this case their termination of services to the city as a city councilor.

The disclosure today is again La Casa Inc. is a recipient of both CDBG and HOME Funds. They are also a potential recipient of future Federal Funds. Former Mayor Pro Tem Kasandra Gandara served on the city council until December 31, 2023, so the one-year term extends to December 2024. She was recently contracted with La Casa Inc. and again Mayor Pro Tem has an excellent record of social service and community outreach in advocacy in our community. She is not involved in the day-to-day management of CDBG or HOME, but this does represent a potential conflict of interest as described in the regulations. HUD will consider exceptions on a case-by-case basis. In order to request those exceptions, which the city is requesting first we have to be made aware of the conflict through the conflict of interest. We solicit a legal opinion from our City Attorney and then we have to do a public disclosure which is today's action and then we will submit all of this documentation through a written request to the local HUD field office who will make a determination and then they will notify us of their determination.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC

SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Dana de Herrera-Smith, Member of the Public said I work with Porch Light Health with Nora Candelaria and Andrew Thomas, and I am our Director of Community Engagement and Development, and we provide comprehensive substance use disorder treatment to folks suffering with all types of substance use disorder. Like alcohol, opioid, stimulant, and sedative use disorder. We are a new clinic here in Las Cruces. So, we have been providing substance use disorder treatment in Colorado for the last decade and have over 60 points of care across Colorado and started our expansion into New Mexico in 2019. However, Covid did the Covid thing and kind of delayed us a bit and so we have restarted expanding into New Mexico to provide substance use disorder treatment. We use a low barrier high access model so really, we are just trying to support people with whatever the substance of choice is and whatever their recovery goal is. We use what is called patient defined recovery, meaning that we will support people in whatever they want to do. If they want to just reduce and find a more manageable relationship with their substance of choice, we will work with them on that. If they want full abstinence, we will work with them on that. So, we provide medications for addiction treatment for both opioid and alcohol use disorder. We have also worked with stimulant and sedative use disorder in this fashion as well. We provide behavioral health services to folks with substance use disorder as well as psychiatric services to people. Our psychiatric program is very specific to those with substance use disorder, so it is a benzo free, specifically as well as a stimulant free program which really does take the focus of substance use. So, this is for folks who have maybe found recovery but are wanting to manage their psychiatric conditions and being able to do so through the lens of the recovery. Overall, just really trying to take a harm reduction approach to people's care and supporting them with services. We do accept all types of insurance, Medicaid, Medicare, most commercial insurance. We also have sliding fee scales available. Our sliding fee scales do not require rejection from insurance, meaning that folks who are undocumented or who have somebody who is in their household that is undocumented they can certainly access that to support them with their care. Generally, if finances are the only barrier for receiving treatment for substance use and addiction, please let us try and support them. We can see folks' same day, next day. We know that the window of readiness for folks can sometimes be very, very small and if somebody expresses an interest and is ready to pursue treatment or to learn more about what treatment options are available for them, we can support them with that the same day. We have one phone number that can schedule anywhere in the state, that is anywhere in New Mexico and anywhere in Colorado. It is 866-Mat-stat, 866-628-7828. Because we have a large network of care we can follow people as well. So, if there are people here in Las Cruces who need care and are relocating to Albuquerque or to Farmington, or somewhere in Colorado we can continue that care without any interruption. Additionally, we work pretty significantly with folks who are justice involved. We work with individuals up to 38 weeks of pregnancy. We will start them in treatment. We will follow them through birth as well as after birth as well.

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We will also work with adolescents as young as 13. Currently in New Mexico we have locations in Farmington, Albuquerque, Taos, Las Cruces, and Espanola, and we will have about three more locations by the end of the year. So, we are just really eager to support people and to help them with their substance use disorders and provide them with compassionate and judgement free care.

Nora Candelaria, Member of the Public said we are located at 3850 Foothills Suite 1. We are right across Caliches up by Mountain View Hospital. Also just to let you know that onboard and in house we also have peer support specialist which is next to us, and he assists them with outside resources while they are in there if they are in crisis so at the same time they get that extra services as well.

Andrew Thomas, Member of the Public said I provide peer support. I am an Aggie, I grew up here. My parents are both professors at New Mexico State. I have seen this community and what it has become and what it can be, and we are happy to be a small part of this growing recovery part of our town and its' growing fast and there is a bunch of us. Reach out to any of us, please.

Paul Borunda, Member of the Public said I come here today to bring up an issue that I am facing at home at 1472 North Mesquite. What I am talking about, that is the address of where I was born and raised 80 years ago. I have come here to discuss the issues that I am presently facing right now besides having had a heart operation no more than 3 months ago. In the process of going back a few years I have been here before city council many times in the past even before your tenure as Mayor, when Miyagishima was Mayor, when someone going further back that sits on the council was Mayor and we brought up issues involving the Las Cruces Police Department or lack of enforcement of rule of law, and nothing is done. I have reported homes and people from my neighborhood who are selling drugs, who do not get investigated and continue and are allowed to sell their drugs to the citizens and the youth of this community. It pains me to have to come here and say this, I have a son who is a drug addict, and he has been in prison several times. We have done as much as we can as a family hopefully to recover from his addiction, but it does no good. He has stolen approximately \$40,000 plus from me, money, property over the past 10/15 years. We have been dealing with his addiction for 25 to 30 years. Well, I have made contact with my District 1 representative presently and informed her of what is happening and asked for her help which has not materialized yet in District 1. We in District 1 face this situation of the addiction of drugs because of lack of law enforcement and investigations into by name and address of the locations of where these drugs are being sold. On the 16th of August I was attacked at local grocery store here in town while doing shopping and I called the police, and the police came and did nothing to arrest the perpetrator even though he was still on the property when the police went there.

Rick Reynaud, Member of the Public said I am going to read off a very interesting email I sent to NMSU. Fire football coach for ten year old tweets yet shield NMSU professors' racial attacks of Las Cruces parents. Good morning, Mr. Flores and Ms. Haggard. Can you distribute this email to the NMSU Regents, Presidents, Dr. Torres and Dr. Ferme and provost, thank you. Rick Reynaud, PE, BS Mechanical

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Engineering, December 1982, NMSU. Dear Regents and all, I read with earnest the following articles regarding Tyler Wright, and there is two articles detailing how they found ten year old tweets and they fired him. The question for President Ferme and NMSU, NMSU fires Mr. Wright and yet NMSU allows their own professors to racially attack Las Cruces parents documented by NMSU's own emails with no consequences. Note that NMSU's internal emails reveal at least 15 NMSU Equity Professors participated included in these shameful emails as well as a Las Cruces City Councilor. All of which apparently agreed that Las Cruces parents were ignorant racist whites and Hispanics included. Here is a letter obtained by IPRA. I could read every name off this, I can read every email address because this was provided by NMSU, but I won't. Hola, Las Ceveras. Who are Las Ceveras? Pro Ethics Committee will gather at the LCPS building School board meeting at 6 p.m. Tuesday, May 18th. If you can come and share a few words about brown people about how education reflects our realities as Chicanas, Chicanos, Latinos, brown people. I am Hispanic, I hate the term brown people. It's disgusting. The angry racist ignorant Las Cruces are organizing. We need to arrive in numbers and show support. The crime of Las Cruces parents, in 2021 we exposed our K12 children's racial abuse. Mainly white children and Hispanic children. We assert that you must judge people by the content of their character only. This is non-negotiable in our culture.

Jim Hurst, Member of the Public said I come to you as one of the nones. That is n-o-n-e-s. Not to be confused with nuns, n-u-n-s. According to Pew Research we are the second largest and fastest religious category in the United States of America. If Dona Ana County is similar to the rest of the country, we make up 30% of your constituents. We have no creed, no organization, no structure, no officers, no spokesman, no publication, meetings, or anything you might associate with a religious group. I confess that I am being presumptive by even using the pronouns we and us and I must acknowledge that I speak only for myself though I consider my views fairly typical of the group. Nones have no religious allegiance. We aren't Christian, Jews, Muslims, Buddhist, Hindu, Zeeks, Zoroastrians, or Pagans. Generally, we consider religion to be an unnecessary burden on ourselves, our society and humanity. While believers and clergy may come to make request based on religious agendas our agenda is less religion and less influence from religious groups on our government. As our forefathers and our nation intended, we want strict separation between church and state. Please evaluate all traditions of this city that violate the US Constitution and the Constitution of New Mexico, especially the tradition of the National Day of Prayer services held at the City Hall. I acknowledge that good governance may appear to be a miracle, but reason convinces me that it is an application of reason, compassion, and hope based on the human potential that produces good government, unity, and progress. For that no deity, Christian or otherwise is required and none should be invoked.

Diane Starbuck, Member of the Public said I am from Animal Advocates for Change. I am checking in on the status of the new animal ordinance. The City Attorney has graciously been collaborating with us and has met with Kathe Stark, Geri Wheelis, and Animal Control. However, we are now once again unsure of the ordinance's status. It has been mentioned to us a number of times by Mayor Enriquez who would like to have a new ordinance by the end of the year. Are you going to set a Work Session or just proceed with a first read? It was left with Mr. Douglas that he, Animal

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Control, Kathe, and Geri would have a final meeting, but we are still waiting for the city to contact us. Therefore, kindly advise us as to the current status.

Steve Chavira, Member of the Public said I first stand here as a citizen of Las Cruces. I want to thank you for recognizing the Pride Band of New Mexico today. I was a member of the Pride Band, I started there 41 years ago in 1983. I served as a drum major, president. I met my wife at NMSU in the Pride Band. After my service in the Pride Band, I became President of the Alumni Association over that time, and I just want to say thanks to my involvement in the Pride Band many of the leadership opportunities that I have been afforded in my life have come from the leadership I learned as a member of the Pride Band and other marching band organizations. But I stand here today to introduce myself to you as the new Executive Director at El Caldito Soup Kitchen and I want to thank you for giving me this opportunity again, but I want to say and thank many of you who participated and came out to the Empty Bowl Celebration on Friday. We had a really great turnout, and it was nice to speak to a lot of people and to be reconnected with many of my friends here in the community, but I am here today to inform you and invite you to an event that we are having, El Caldito Soup Kitchen is celebrating its 40th anniversary in 2024 and as you know the sun is setting on 2024 quickly. We will be having a celebration November 13th, and it will be in your inboxes very soon, 5 p.m. to 7 p.m. at the soup kitchen where we will have one of our executive chefs, a volunteer chef who prepares meals for our clients every single day along with our volunteer staff and our volunteers who cook, and we will be providing a meal to our guests who come in. We will have a ribbon cutting with all three chambers involved but I want to bring everybody up to speed with all that is going on at El Caldito Soup Kitchen. Bring you into the great food that we serve, and I know you Mr. Mayor you have spent time there volunteering and serving and helping us and we appreciate that, but I want to encourage anyone else that wants to do that to come out. November 13th from 5 p.m. to 7 p.m. we will be celebrating our 40th anniversary. More than 3 million meals have been served in that time since we began. The way I look at it is this is just the beginning, we look forward to the next 40 years, but I appreciate you giving me an opportunity today to stand here, introduce this to you and I look forward to more involvement as we move forward.

Susan Cabello, Member of the Public said I am the Executive Director of the Las Cruces Downtown Partnership. I haven't seen you guys in a while, and I have a lot of news, so I am going to try to make it quick. Zombie Walk is this Saturday, October 26th from 5 to 10 p.m. on the plaza and on Main Street. The parade starts at 7. It is free to the public. Anyone can enter it and participate. The band starts at 8 and will go till 10. It is going to be a great time which leads me to my next point which is a fantastic time of year to walk downtown. Also, what is coming up is Small Business Saturday. That is November 30th. We are going to have a welcome station on the plaza. We are going to do something a little bit different this year. We are still workshopping the title so this might not be what we land on, but we are going to do a red-carpet paparazzi photo shoot for shoppers because they are really the stars of the show. So, we are going to have a red carpet, some paparazzi and anyone who is shopping downtown that day can have a free photo shoot with a lot of clammer and attention which I know is something that everybody wants. We are also going to be doing a merchant meeting on November the 14th, Thursday from 5 to 6 with the library. I want everyone in town not just downtown to realize how many free business

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resources are available in our library. From one-on-one help with excel, which everyone knows I need. There is a maker space. There is a library of things that can be used for business. It is such a hidden gem and we do not communicate the value of it enough I don't think. So, from 5 to 6 we are going to meet in the lobby of the library. Our librarians are going to take us on a tour and there is going to be an opportunity for anyone who does not have a library card to get a library card at that time. In the past our merchant meetings have really been focused on kind of just a meeting and getting attention out. I really just want to change that up and meet people at different levels of entrepreneurship and this might be the first level of entrepreneurship, or this might be somebody who needs a little bit of help with some technology or some sort of access to materials. So, if you could help me spread the word about that I would really appreciate it.

William Gilman, Member of the Public said I don't have my daughter with me here today. Shout out to the New Mexico Child Care Subsidies, speaking of which while driving back there was some people working on the roads down at the end of Roadrunner and there was like a truck and four workers and let me tell you that is not cheap. What I can talk about today is Realize Las Cruces, right? So far in our nation's history we prioritize car centric development which requires building lots of roads. Roads are very expensive, and they make our communities especially communities like ours that are blessed with an abundance of sunshine a lot hotter especially when they are really, really big and wide and black. We over build our roads. So why should we not do that and what does it have to do with Realize Las Cruces? Well right now, everyone who lives over in the Parkhill Neighborhood has to get in their car to get anywhere I talked to folks last week, it's a drag. So, if we expand opportunities for businesses to open up and stuff like that in that neighborhood elsewhere right. People don't need to drive as much to go to the grocery store, coffee shop, whatever. People are justly concerned about issues of homelessness and stuff, and we need more programming. Camp Hope is great, I would love to see more data from Camp Hope, but I think Camp Hope is doing a lot of great work. There was a person that mentioned a few times a while ago a program in Boulder called the Work First Program and I think she has the name wrong. It's called the Work Works Program. It is very different from the Work First Program like TANF. And we need something like that. I provide subsidized employment in addition to housing, in addition to medical care, behavioral healthcare, psychological care, all the things to support recovery all under one roof. Great program, right? Where is the money going to come from that? Well right now our money is going into repairing all these roads that we built, and it is very expensive and there ain't no GRT coming from that neighborhood let me tell you. There are a few at home daycares, I can vouch for one, but I think they are full though. Realize Las Cruces I think is going to do a lot for us to open up that playing field. A lot more businesses will move away from car centric development, have more multifamily homes, have a different approach to things so that we are not living in a heat desert.

Jorge Aguirre, Member of the Public said I am just here to request that you consider climate change when you make decisions about city codes and the infrastructure and chose sustainable infrastructure over car centric development. I had the chance to be out and about this weekend. Yes, it is pleasant, but it is also very, very hot. This summer was hot, this weekend was quite hot for October and every summer is expected to be hotter than the last one forever in our lives. In cities like Phoenix the

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ground gets so hot that during a heat wave who fall regularly get sent to the hospital with third degree skin burns. Under that kind of heat the city becomes unusable and people exist indoors. Walking from only air-conditioned building to air-conditioned car and vice versa. The risk is that Las Cruces may eventually reach those conditions and will perhaps keep getting hotter and hotter. It is clear now that this sprawl model in these desert communities increases temperatures and asphalt maintenance cost significantly which is the opposite of what we need. Communities that have thrived in the desert have often adapted their infrastructure to consider the movement of the sun, conserve water and take advantage of the wind for ventilation. We don't do none of that currently and we need to allow changes in the city code to allow for the city to be built differently. Higher sturdy buildings with narrow paths in between them can provide shade and cooler temperatures for ground users. Perhaps drivers like me can extend our commutes a few minutes to make space for trees on our streets and greenery on our spaces and not just for decorations and protection of pedestrians but also to produce the overall temperature of the city to act as a buffer to catch water during flash floods that are expected as part of climate change in our region. Adding shade to our streets would incentivize more people to walk instead of drive which will reduce traffic for the people who drive. Reducing driving only puts money in the pockets of our citizens because driving is expensive, but it also has health benefits and increases retail sales for our business owners while reducing crime, noise, traffic, and pollution. Please I implore that you focus on car and pedestrian centered infrastructure, green spaces, taller buildings and that you prioritize the most vulnerable among us. We you do that you help all of us.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ. The first thing I want to do is pray. Dear Lord God, we thank you for our republic and for being able to choose the people that make decisions for us and with us and Lord God guide this council, our Mayor that they can look at each thing that they have with a lot of care so that they make wiser decisions. I also want to tell you how are we going to save this country? It doesn't matter to me who gets in. There is one way to say it, we have to get back to God and the Judea Christian values that our country is founded on. So, the way to do it, God says in his book, you repent up to heaven and he comes down and he forgives your sins, and you become his people and what everyone thinks about God, and everybody thinks God is perfect, right? God doesn't lie. What is in the book is true and one of the things he writes in the book is that when he created man, he created people, male and female. He didn't do male and female plus or minus or whatever and therefore he thinks, and I think there is no transgenders and there is also a man by the name of Walt Heyer who wrote Paper Genders, and he agrees with my way here that the way to change things is on paper and Walter should know. He went and he became a "woman" and then he decided well I want to be a man. He wrote about this, what was going on and according to some it is called gender identity disorder and that was in one of the psychological books and they take and people sort of rush through and the people who are making the money on this thing putting the hormones on and go through a quick taking off or putting on genitalia and give me the money, my time is up and we will continue. God Bless Las Cruces. God bless the US and be sure to practice your Mandurin.

4. ACCEPTANCE OF AGENDA

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to accept the agenda as presented.

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

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

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

6.1 RESOLUTION NO. 25-045: 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 (CIP).

Vanessa Perez, Budget Analyst gave the overhead presentation.

Councilor Flores asked can you go to page 6 please on the screen? All of this money is going to improve East Lohman Avenue and South Walnut Street intersection and then this money and then the match came through?

Vanessa Perez said for these specifically the match portions are already available in our budget, so we are not requesting for additional funding for these two specific grants. The only thing coming in from the DOT, would be the \$600,000 of the award.

Councilor Flores asked can you go to page 7? Where does the \$574,200 come from?

Vanessa Perez said from NMDFA, the New Mexico Department of Finance Administration.

Councilor Flores asked the \$1 million comes from?

Vanessa Perez said also from NMDFA.

Councilor Flores asked can you go to page 11? The septic tank replacement, I am very happy to hear that this money has come into the city from the Environmental Department. So, to reauthorize an agreement to plan, design, and construct septic tank replacement in Dona Ana County. Its Dona Ana County but it's the land within the city in Dona Ana County?

Carl Clark, Assistant Utilities Director said yes all of those are within the city limits.

Councilor Flores said there is also a slide that provides money or report to address odorization and does that come within, it's Utilities? So, would septic tanks somehow be addressed in that regard?

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Carl Clark said no. This one is actually for the natural gas system. So, it is the odorant that is put into the gas system, so you can smell it if you have a leak.

Councilor Flores asked and then on the money that is going for more work would it be in the city, the East Mesa?

Carl Clark said there is a variety of projects tied to these dollars. There is a lot of old gas line replacement that is going on with it, old avs pipe that is being replaced out in the field.

Councilor Flores asked is there any money then for the septic tank removal and the money to connect from the curb to the house because that has been an impediment.

Carl Clark said no. None of these grants have that money in it. It was all part of the ARPA funds that were from the service line to the house that has all been expended already.

Councilor Flores asked we don't have any more money coming in until we go beg the state legislature?

Carl Clark said at this time we are asking for it but we have not heard anything but that is still coming up on the legislative funding request. To date we have not seen anything from the state in regards to that kind of money.

Councilor Flores asked utilities is submitting a request for that money?

Carl Clark said yes, we will be asking for the residents if we are allowed to do that. If it is not part of anti-donation, we will be asking for that money. I think \$500,000 something like that.

Councilor Flores asked how can it be an anti-donation thing? Really, it's a health and safety issue but we can argue from here to kingdom come on that.

Carl Clark said it is on private property so that would be the whole issue.

Councilor Flores said but it is a city facility, a city function.

Carl Clark said there is a dividing line where we stop all of our utilities, and it becomes private property, so water meters are stopped at the property line so is the service line. The only thing that isn't is gas because it's a safety issue, so we run it all the way to the meter itself and we maintain that meter next to the house to protect it in certain instances, I guess.

Councilor Flores asked has there ever been any variances on that?

Carl Clark said to my recollection no, there has not been any variances to that that I

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am aware of. I know that there are instances when we are doing a gas line and we have to do a pressure or shut in test the gas utility pays for that and any repairs that may come about there is usually some money there to help fix those gas lines that are leaking because it is a safety issue.

Councilor Flores said to me the septic tank issue is a safety issue. We have gone back and forth on this.

Carl Clark said it is an environmental issue.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to amend Resolution No. 25-045 to remove exhibit B in its entirety.

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

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-045 as amended.

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

6.2 RESOLUTION NO. 25-046: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FIRST QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET, THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP), AND THE FY2025 VEHICLE ACQUISITION FUND (VAF).

Joe Padilla, Budget Analyst gave the overhead presentation.

Luis Vela, Fleet Administrator continued the overhead presentation.

Councilor Mattiace asked can we just clarify on page 5? On item 1, can you give us a hint on a building? Is it a specific building or just any building?

Chris Faivre, Interim Deputy Director Community Development said we don’t have a specific building in mind right now. There was money put there in case the city is looking for additional space downtown for staff.

Councilor Mattiace asked that is \$1.8 million?

Chris Faivre said correct.

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Councilor Mattiace asked when do you project this money to be spent, or you have no idea of the building or any plan?

Chris Faivre said when we were preparing for this fiscal year’s budget, we were looking at options to purchase some buildings downtown if we needed additional office space. There were a few things that we were exploring in the springtime. Some of those buildings are no longer available but this money is still in the budget in case something does come up that the city is interested in as sort of a satellite site for additional city staff.

Councilor Mattiace asked when you say downtown, that is the area specific it will be a downtown building?

Chris Faivre said yes because those are TIDD funds, so they have to be specific to being located within the TIDD.

Councilor Mattiace asked do any of those TIDD funds expand or will you be expanding those TIDD funds to the El Paseo area?

Chris Faivre said no because the TIDD boundary does not extend to the El Paseo area. There is a very specific geographic boundary, and it doesn’t extend that far. I will say that Alameda which obviously you have El Paseo one direction Alameda the other way, that portion is within the TIDD and the funds on here are specific for Alameda renovations are but not as it goes into El Paseo heading south.

Councilor Mattiace asked do you have any plans when we do the MRA will there be a TIDD suggested for that El Paseo area so that we can continue developing?

Chris Faivre said with some of the changes that the state made to the MRA legislation you don’t have to put in the TIDD to get the tax increment, that ability will now be part of the setting up of the MRA. So, you will have the same ability to set up tax increment without having to set up an actual TIDD. That tax increment will be part of the metropolitan redevelopment designation.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to amend Resolution No. 25-046 to remove exhibit B in its entirety.

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

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-046 as amended.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace,

Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

6.3 RESOLUTION NO. 25-047: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FROM THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS (SCCOG) FOR STATE APPROPRIATED FUNDING FROM THE GOVERMENT RESULTS AND OPPORTUNITY FUNDING (GRO) THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FISCAL YEAR (FY) 2025 BUDGET.

Gabriela Prats, Grant Manager gave the overhead presentation.

Councilor Mattiace asked the Domestic Violence Victims Assistant Act, do you get any type of input form the council to where this money could be spent?

Gabriela Prats said the legislators that provided the funds for each one of these have already identified organizations that will be funded to provide these.

Councilor Mattiace asked do you have a list of those organizations?

Gabriela Prats said I do. It would be Mesilla Valley Community of Hope who would be doing the permanent supportive housing, La Casa Inc. doing the domestic violence victim assistance, Community Action Agency is doing the work with the young entrepreneurs and La Pinon Sexual Assault and Recovery Services of Southern New Mexico will be doing the sexual assault support services.

Councilor Mattiace said I am really happy. I know Cassie attended that La Casa meeting and we found out from the CEO, many of the women, it could be men also who may suffer from domestic violence actually is one of the big causes for homelessness and I didn’t realize that. So, I am very happy to see that, and I would like to see the council in the future actually support the La Casa as much as they can. I did not realize that was such a big cause.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Resolution No. 25-047.

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

6.4 RESOLUTION NO. 25-048: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

Srijana Basnyat, Innovation and Strategy Administrator gave the overhead presentation.

Cynthia Campo, CIP Analyst continued the overhead presentation.

Srijana Basnyat continued the overhead presentation.

Cynthia Alamillo, CIP Manager continued the overhead presentation.

Councilor Flores said I would like to know is whether we have the money, we have the concepts, you have weaved everything, all the requirements with Realize and complete streets and everything else like that. Do you see when we will see the fruits of your labor?

Srijana Basnyat said I will leave the project timeline question to the department who will execute the project.

Tony Trevino, Assistant Director Public Works said as you can see based the presentation that Ms. Basnyat just gave Cortez has already been bid out and construction will start here in the next couple of months so we will actually start seeing some on the ground improvements here by the winter of this year. The other two I believe is Madrid will be out to bid in January 2025. The other one is South Main, and we are hoping to get out to bid by March of 2025. As long as BSF gives us all our permits We have been applying for and moving forward.

Councilor Flores asked Cortez would be the entire street from Dunn to?

Tony Trevino said from Dunn to Porter I believe.

Absent: Becky Corran

Motion carried.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to approve Resolution No. 25-048 to remove the funding for the Las Cruces Lateral Trail and approve the amended exhibit.

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

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-048 as amended.

Eric Enriquez, Cassie McClure, William Mattiace, Becki Graham, Johana Bencomo, Yvonne Flores voted yes. Becky Corran was absent.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran

6.5 RESOLUTION NO. 25-049: A RESOLUTION ADOPTING THE LAS CRUCES PUBLIC LIBRARIES MASTER PLAN.

Carol Brey, Quality of Life Director introduced the topic.

Sarah Booth, Library Deputy Director gave the overhead presentation.

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Brad Waters, Godfrey's Associates, Inc. continued the overhead presentation.

Carol Brey continued the overhead presentation.

Councilor Flores asked I thought we had a foundation? The Friends is not a foundation?

Carol Brey said that is correct. We do not have a library foundation at this time. The Friends of the Library are a 501c3 organization and they are an enormous support for us. We are so grateful for their presence always and the work that they do. They are dedicated to more of the fundraising for the day-to-day operation of the library, the needs that come up from time to time for programs or a piece of equipment or other kinds of support. A library foundation typically has a different kind of role. A library foundation typically will be funding perhaps larger projects for the future of the library system. So potentially helping to fund the Branigan renovation or a branch, a capital campaign for a branch kind of thing so that is typically more of the role of library foundations around the country and that is my experience with them.

Councilor Flores asked it really focusses on the physical part of the library?

Carol Brey said not always. It can be but typically to fund a capital improvement project or a major project, a major service or program that the library might want to offer whereas while the Friends have been very generous in their support do not see their role as being overarching I would say. So typically, a library system that is moving forward will have both, a Friends of the Library organization and a library foundation which is also a 501c3 organization typically.

Councilor Flores asked is there any movement there in terms of that regard in establishing a 501c3 besides bringing it up today?

Carol Brey said we are working with the Friends that are helping us to identify people in the community who might be interested in serving on a library foundation and helping us get that formed. Yes, we are moving ahead with that idea.

Brad Waters said a lot of philanthropic organizations are more likely to give money to a library foundation then they are to a municipality of government. That is another reason foundations are able to raise more money in terms of larger amounts than the Friends or the municipality.

Councilor Flores said I think it would be a good idea to really focus on how important it is to have children exposed to all books. I don't believe in having anything banned or taken off shelves and I think it would be great to have the children who started going there maybe because I think there is reading circles where pre-k or the younger children and follow them and see how their lives, kind of follow that because I know that libraries impact people's lives. I think they make a big difference in the quality of your life. It expands your world. You can read about different places and dream that one day you will do that or go there. Thank you, Ms. Brey and Friends, for your work.

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Councilor Corran said I first wanted to thank you, and also I sort of want to speak to I feel like we are in a moment when I think the library I know serves people in exploring who they are and exploring the world around them and also brings people together who would perhaps normally would never encounter one another from Dungeons and Dragons to like people who love plants. I know that there are really a lot of constituents that are served by the library in Las Cruces, and. I would just like to speak to future plans, and I know approving this is one step in that direction, but I do hope that when we are talk about our next GO Bonding cycle, I am going to be advocating for the library to be among the priorities among other things that we always. I hope that we can consider this kind of a road map for us, and I do hope that we follow it rapidly and robustly. So, I really appreciate this really clear path where we can build our library system and infrastructure and connect to more people in a moment where I think literacy is perhaps threatened in a lot of ways and so libraries are fundamental to addressing that threat so thank you again for the presentation and I just want to speak to my constant support of standing with you.

Councilor Mattiace said I am very happy to hear what Councilor Corran brought up and I think maybe Brad or someone who is bold enough to give us an ideal timeframe of when we should bring the bonding proposals forward. Is there a timeframe or a year or do we just leave it in limbo?

Carol Brey said I am not sure of the exact timeframe for a bond issue, but I believe we will be formulating and maybe the City Manager/Assistant City Manager is going to respond to this. We are in the process I think of formulating the next bond issue. We are currently, I can tell you that you may have noticed that the TIDD funding for the design of the Branigan Library renovation and expansion project already was something that you approved today so we are very happy to see that. That design is actually already in the works already and I am happy to say that Brad Waters will be working with the architect, the on-call architect Desert Peaks Architects who will be working on that design. So we feel good about the direction that Branigan Library is taking and then the branch library question and even the expansion of Branigan will be something that will have to be determined by city leadership in terms of where that funding comes from but we are also doing our part in terms of getting this plan before you, helping you to have a road map as you have mentioned for where the library system can go in the future and I think that is our job, to make sure that you have that road map in place so that you know where we think the community should go. The Library Foundation could certainly help with that, and we will see where it goes with TIDD funding and a bond issue down the road.

Brad Waters said we would anticipate design on the Branigan improvements to start in January of next year, January of 2025. Probably a one-year design phase and you will be ready to potentially go out to bid at that point. We are meeting tomorrow with Public Works to talk about some of these details because it is a two-phase process we really want to design the second phase first to work backward into the first phase so that we don't paint ourselves in any corners as we move forward. It will make it a little more intricate, but I think tomorrow after we meet with Public Works, we will have a much better idea.

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Councilor Graham said that if we are looking to our next GO Bond cycle, I believe that would be 2026, calendar year 2026. So that if we have 2025 to kind of really get the ball rolling and have something concrete to bring to the voters, I would also be in support of that. I just want to shout out, Friends, give yourselves a round of applause. It was so lovely to see that you packed the Work Session in June, and you are here again, and it is cool to see you willing to come and sit through the bureaucracy for something that means so much to you and as the crowd dwindled in it just got more and more purple in here and I love it so thank you. I think it speaks to the importance of the library and to the work that our group is doing so thank you.

Councilor McClure said I am just going to echo the sentiments up here but what caught my eye during the presentation was your recommendation to fund 90% more. I think we can definitely look at what funding we might have available next year especially since we work with so many different populations and have so many needs for the community and before we can race off to building what you guys are doing so, I appreciate that. I told somebody earlier today that I trust librarians more than most people, so I am definitely happy to help fund that as well.

Councilor Bencomo said I just wanted to say specifically wanted to be on today to vote for this even if it was through Zoom. No offense to the other items those were important as well of course. I am just really excited to be supporting this and honestly just feel deeply grateful for all of you who put so much work into this and the advisory committee and everybody who has put their hands on this and bringing this forward. I am very, very grateful for you.

Mayor Enriquez said of partnering with the county that would be on a city/county line for one of those branches. You ever work any partnerships like in metro or city/county? What are some of the things that you have experienced with that?

Brad Waters said yes, even lottery foundations that partner with cities so but clearly there has to be a memorandum of understanding and very clear responsibilities that are worked out on paper before you sign that endeavor. It best falls on the difference between of who pays for the staff to operate the building and who handles the capital expenditures and the maintenance and the upkeep of the building. Those are typically where it breaks if it is two different entities. In a county/city partnership it can just be that you are serving all residents in Dona Ana County and the county will subsidize the funding for percentage of people outside the city limits that use the library. That is another option that we usually see. We did a master plan in Santa Fe in 2019 and the county there was eager to come to the table, so they have more money than at the county. That was kind of unique situation, but that does happen.

Carol Brey said here in New Mexico there is a district law that allows for just that kind of model. It's really the only kind of library district that can be formed under law in New Mexico and it follows a model set some years ago by Albuquerque and Bernalillo County which has had a city/county library for many years and based on that model this district law was put in place. So that is something that we have not looked at very much but a little bit, and I think it is something worth exploring.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-049.

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

6.6 COUNCIL BILL NO. 25-014; ORDINANCE NO. 3085: AN ORDINANCE REPEALING AND REPLACING CHAPTER 38, ARTICLE V, SECTION 38-46, LAS CRUCES INNOVATION AND INDUSTRIAL PARK OVERLAY ZONE DISTRICT, OF THE CITY OF LAS CRUCES MUNICIPAL CODE (LCMC) IN ITS ENTIRETY. SUBMITTED BY THE CITY OF LAS CRUCES (CASE ZCA-24-01).

Sara Gonzales, Economic Development Project Manager gave the overhead presentation.

Councilor Corran asked the recommended amendment from the P&Z is that we would also have to amend to reflect that for clarity’s sake or is it already in the proposal if we vote yes?

Sara Gonzales said we do not write them in because you do not have to use P&Z’s recommendation. So, if it were to be amended then yes you would amend the ordinance and then we would vote afterwards as well.

Councilor Bencomo said I am still somewhat hesitant to move forward with the recommendation to not build out some sidewalk infrastructure on the south side however I will vote for this as is today because I do trust that staff has done the due diligence to come up with this recommendation that best fits the future envision of the park. I obviously in the future if those are needed that will come back to a future council where maybe some of us will be part of and maybe some of us won’t and so that is obviously that can still happen. I just did want to note that today for the record. I do just trust that staff has done that due diligence.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3085.

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

7. BOARD APPOINTMENTS

7.1

None.

8. 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).

8.1

None.

9. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

9.1 COUNCILOR MCCLURE

There is a lot of things I went to last week. La Casa was very interesting. Jardin de Los Ninos had a mentorship program as they explained how they funnel people through there. Giving guidance to those who needed it. It was just really fascinating, and I support their efforts heavily.

We had a Historic Preservation Commission meeting cancelled last week which I attended as well and many from the community as well and the cancellation kind of stood in contrast to the pretty good meeting we had with City Manager and the Chair the day before in talking about how the HPC would exist going forward. There have been some hurdles in the past and they are currently down a Historic Preservation Specialist, and I understand from the time that it has been sort of an issue that a lot of people have great feelings about, but I do think that historic preservation for our city is key. I reached out to some of the past councilors when this was enacted in 2019 and kind of got a sense of where we are going and I think there are deep scars in the city from some of the history that we have lost and the time that I spent working in the NMSU Library in archive has given me kind of an appreciation even though my generation of family has not lived here. I am raising a family here and it is important to know what our history is and how we have failed and how we have succeeded. I have been learning a lot too of how we butt up against private property issues. I think a lot of recognition isn't given to them that yes they do have the freedom to do things to their property that we have the consideration of can we save that, but I do believe that staff is making due diligence on that and will move forward with some determination of where does preservation and public safety come together and that is an issue. Particularly the Fielder Building is interesting to me because I think that if we have a prominent black family and we can make use of it as something that somebody remembers from their childhood and we have the need, Chief Story spoke to about that we have issues with our juveniles that we could address if we had a teen center like that again but if the cost is prohibitive what can we do and maybe the HPC can have a hand in that and I think it is a discussion we should have going forward. I am just wanting to let people know that I am aware of it. I am concerned about it. I think that losing our heritage is a problem that we have in many places and to our detriment for generations to come.

9.2 COUNCILOR MATTIACE

I would just like to see before the year ends from the Legal Department, City Manager so that we can vote on that animal ordinance. If we could get that done in 2024.

9.3 COUNCILOR GRAHAM

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I was hoping as mentioned during public comment, thank you, that we could also have a Work Session in advance of that. I believe our last Work Session on the animal ordinance was over a year ago maybe longer. I know a lot has changed if we be great to be able to have that conversation before it is in front of us for a vote so I know the year is dwindling but if we could get that fit in.

I just wanted to express some appreciation for our ASL interpreters. You are absolutely amazing. I watch you during these meetings and the work you do is incredible. I can't imagine both the intellectual and psychical is amazing to watch but I did wonder since the Pets of the Week are voiced from the perspective of the cat and the dog did you ever imagine that you would be Sign Language interpreting for a cat who is looking for a family. I can't imagine that was part of your schooling, but I just want to say I really appreciate you, the city's move towards greater accessibility, and I am watching you up here and it is really cool.

9.4 COUNCILOR CORRAN

I second that appreciation and a desire for a Work Session on both counts. I think that would be great. There will be a mobile food pantry that is in connection with the city, Lift Up Program, and Casa de Peregrinos and Roadrunner Food Bank which I think I serve on the board of this Friday at Apodaca Park in the morning. So, I think that is an exciting thing coming up and I am looking forward to participating with that.

I also just wanted to give everyone a brief update on the MPO's progress. They are actually moving into another building. It is almost done so I again just want to thank all of the city staff who have helped in that transition including getting a lot of technology troubles sorted. So, thank you to the folks and then in Finance and Ms. Bencomo's ongoing support and navigation of this process. The city council I believe we will see our joint new documents mid-November related to the MPO and new sort of status related to the organization

somewhat separated from the city.

9.5 COUNCILOR FLORES

Councilor Graham and I serve on the Las Cruces Community Schools Board and I just want to report that it is very successful. We entered into the MOU or the JPA with the school district. It was finally signed off in I think January or February of 2019 and the schools are blossoming. Literally they are just popping up throughout Las Cruces and in some cases outside for example, Dona Ana Elementary School is not within the city of Las Cruces it is in the county, but the agreement is of course with the public schools, and they are doing a wonderful job.

The other thing I want to bring up is Catrina Godinez, I just want to give a shout out to her. She is really a planner, and we have been hosting a Know Your Government and we work with the high schools. The League of Women Voters approached the city several years ago and then we have been doing that every year, but my hat really goes off to Catrina because she is already organizing it, and I think it is wonderful because I think in prior years we wait until December when everybody is gone and then we are chasing around. There is a lot of things that we do with the community that doesn't really get praised or with our staff and it is just amazing that the work that everybody does.

9.6 COUNCILOR BENCOMO

I attended a lot of the CCJ Legislative Committee that was held at NMSU a couple of weeks ago and I just want to give thanks to everyone that participated, especially Chief Story for the presentation he gave that was just really alarming regarding youth and crime relating to juveniles. There is always a task force or another committee that feels somewhat daunting at times but I do feel like it would be important for us to bring in some thought partners, folks like FYI, the schools, folks who work with youth specifically to begin talking about how we can best address some of these issues because it was deeply, deeply concerning and I think if we have great minds in this city and I think that we just need to come together and think about some pathways forward.

The other thing that I wanted to speak about was the bench warrant issue that I have been raising for several months now at Municipal Court. The one-hundred-dollar bench warrant issue that creates a debtor's court essentially for folks who are going through the criminal justice system are just given more money on top of a sentence and it just creates this debtor's court situation. I would really love to address that since we are putting in requests before the end of the year would be great. One of the biggest reasons I want for us to talk about this is because I know that enforcement on shopping carts, well the panhandling ordinance has begun. After some conversations with some attorney friends I realize that if someone is given a citation for example having a shopping cart and they do not follow through that citation and they do not go to court to follow through on that citation there will then be a warrant for their arrest and there is a very high possibility for that person to then be detained, go to jail, perhaps have to pay a \$500 fee and then on top of that a \$100 bench warrant fee. So, I think the more we can minimize that kind of impact on poor people would be wonderful and I would really love to see something like this come forward.

9.7 MAYOR ENRIQUEZ

We will definitely get with Brad and Judge Filosa on those fees for these court fees that they have. Usually at the end it turns out to be written off as uncollectable anyway so that is something that we can definitely address.

On Friday I did attend the Veteran's Stand Down on Valley Drive. It was a very nice organization to see a lot of Veterans in our community come out and assemble a stand down to help Veterans that are homeless and others needing clothing and other care kit supplies, haircuts, things. So, kudos to all the Veterans in our community for helping other veterans and all the other vendors that came out with the supplies. With that again I just want to send a reminder out that the Veteran's Parade is going to be November 9th so please come out and support our local Veterans.

10. CITY MANAGER REPORT

10.1 IKANI TAUMOEPEAU

I do appreciate Councilor Corran mentioning the mobile food pantry happening on October 25th at Apodaca Park from 7 to 10 a.m., so I don't have to share too much since you did already.

The animal Ordinance update for everyone, I just wanted to let you know that this is on our radar. We do have it set as a Work Session. There are two Work Sessions left due to the holiday schedule. We have November, December but we have it scheduled for November the 12th right now for a Work Session. So City Council if it is an easy Work Session it will definitely come before the end of the year but if there are things that we need to work on or be workshopped we may need another Work Session but if all goes to plan and it is always tough for something this sensitive and very important but depending on how that meeting goes we do understand that it is critical to bring it back by the end of the year but we may need to bring it in year 2025 but you tell us how you would like to proceed after Work Session.

Parks and Rec, we have an update on a shoutout to our residents. On Saturday, October 12th Keep Las Cruces Beautiful hosted Toss No Mas community wide clean up event where over 600 volunteers collected over 13,000 pounds of trash throughout our city. Shout out to volunteers who will continue to remove litter until October 31, if you would like to volunteer feel free to reach out to KLCB at 575-528-4506 or just talk to our Parks & Rec Department.

City Manager's Office, the Great American Shake Out we had an emergency preparedness drill that occurs once a year and we have been doing this for the past few years. This happens with about 35 million people around the world participating in what is called the Great American Shake Out where they prepare a drill of emergency preparation. Many of you may have been in our city building when fire alarms are going off. That is part of getting our drills and security system and fire alarms ready. We had this that occurred last Thursday October 17th at approximately 10 a.m. This event took place here at City Hall and in the future, we look to expand to other facilities. This exercise included a fire drill and an active shooter exercise. This is what we added this year. Typically, it was a fire alarm, and we are working with the staff to build each year to do something more and this year that is where we expanded to, an active shooter drill. So, we give kudos to Vanessa King, Facility Administrator, Anthony Garcia, Building Ops Supervisor, our IG, Charles Tucker who has emergency background, Chief Story, Chief Smith, and all of our City Hall floor coordinators and City Hall security team. Kudos to you all and our Assistant City Manager Sonya assisting with this. We appreciate all their help. The active shooter exercise had three department programs participating. One on each floor. We had Economic Development, Payroll, and Legal that were selected, and it was a surprise. No one knew which division or department was going to get selected so because they were training, they were prepared, and all went well. Everyone did an outstanding job exiting the building. We were able to complete that exercise within 17 minutes. We continue to offer training throughout the month of October. This includes hands only CPR, stop the bleeding, and AED training.

An update from Public Works, there are a total of 45 streets as part of this project. The project is \$1.2 million project contracted by American Pavement and this is a completed project as part of the 45 streets that were completed. Some of it includes Spruce, Boutz, Nevada, Lees, and Hermosa. Sections of these streets were completed in this project, and this is estimated to be done at the end of this month. I just want to give everyone a heads up on that. This is a micro surfacing project that

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touches about 45 streets. If you have any questions on that David has a full list or myself and we can scan it over.

Community Development, City of Las Cruces is the highest rated city in New Mexico for our flood plain management again for 2024. Thanks to our Public Works for the help in putting us over the top and to our Community Development Department.

City Clerk, our one and only City Clerk, Christine Rivera will be sitting on a panel on Friday, October 25th at the IPRA Connect Conference in Albuquerque, New Mexico.

11. ADJOURNMENT

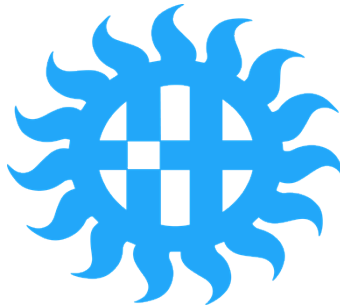
11.1

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to adjourn at 3:59 p.m.

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

Mayor

City Clerk



MINUTES

Work Session

Tuesday, October 15, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Councilor Cassie McClure, and Councilor William Mattiace

ABSENT: Mayor Eric Enriquez

1. JOBS OF THE WEEK

1.1

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

2. PETS OF THE WEEK

2.1

Carol Nielson, Animal Services Center of the Mesilla Valley presented Pets of the Week.

3. AGENDA ITEM

3.1 SUSTAINABILITY GREENHOUSE GAS INVENTORY UPDATE

Rachel Meier, Lotus Engineering and Sustainability gave the overhead presentation.

Natalie Cross, Lotus Engineering and Sustainability continued the overhead presentation.

Rachel Meier continued the overhead presentation.

Lisa Larocque, Sustainability Officer continued the overhead presentation.

Councilor Corran said I am hoping we will get a text of this or a link on the city's page to the report findings. I am not sure if it will be this or if there is an official written

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report, but I would really appreciate that to reference to people when they ask. A lot of residents ask, what are we doing and what can we do? And I think that would be really helpful to refer them to. So, I am hoping we can get that and then also you mentioned the drive and EV thing. When is that again?

Lisa Larocque said next Saturday.

Mayor Pro Tem Bencomo said I really appreciated this presentation. I felt like I was back in a classroom, and I appreciate learning from experts on such important issues. On the first part of your presentation on page 8, you had the different cities and at the very bottom it said the New Mexico per capita emissions and then the US, the discrepancy was pretty large. I was wondering if you can speak to that? Do you know the United States and the state of New Mexico?

Lisa Larocque said I will start out explaining that the state of New Mexico is largely influenced by oil and gas which represents 50% of its emissions and I am going to leave it to Rachel and Natalie to answer the US question.

Rachel Meier said as Lisa mentioned the state of New Mexico is largely made up of oil and gas into emissions. All of that largely happening on the eastern half of the state. That also plays why Las Cruces emissions are smaller. Las Cruces does not have oil and gas emissions included in the inventory since there is not oil and gas development in the community. Also, because there are not large industries, bases, or large airports, large industry. That tends to bring the overall emissions down which is for better for worse. In the United States I think it is just when you spread it over 333 million people it tends to bring down emissions per capita. That includes any emission in the countries so agricultural, really big industrial processes, all the oil and gas development. I think that is just I think what happens when you have a larger population to divide it by. You see New Mexico is just over 2 million people, that is not a lot to divide the whole state's worth of emissions by so that tends to inflate that value at the bottom.

Mayor Pro Tem Bencomo asked do you have information on where the United States lands globally in terms of these numbers compared to industrialized countries?

Rachel Meier said I think we had showed this in a different presentation. I think global emissions are closer to 3 or 4 emissions per capita. So even less than the city of Las Cruces and then a lot less than the United States or the state of New Mexico. When you take a look at the whole global look at emissions, and you have more of that divide with more of the developed countries and lesser developed countries just divided by about 8 billion people brings that down a whole lot. It is definitely a lot less.

Mayor Pro Tem Bencomo said I think individuals can do their best and cities and municipalities can do their best and it is not until constructive industry that we are not actually going to see progress in terms of reversing the impacts of climate change which is a little bit sad but I feel really proud to have a Sustainability Office in the city of Las Cruces and for so many of our departments to be looking towards the future and to do the best that we can for our residents so I appreciate that.

3.2 SUSTAINABILITY'S PLUGGED IN FOR GOOD COMMUNITY INITIATIVE

Lisa Larocque, Sustainability Officer gave the overhead presentation.

Anisa Sanchez, Co Op continued the overhead presentation.

Charlie Mahady, Sustainability Specialist continued the overhead presentation.

Jenny Hernandez, Sustainability Specialist continued the overhead presentation.

Lisa Larocque continued the overhead presentation.

Councilor Mattiace asked how do we get in touch with you? In my district we walk around the neighborhoods, meet different people that have different issues. How do I get them to get in touch with you? This is a great program, and this is all grant funded?

Lisa Larocque said yes.

Councilor Mattiace asked there is no city funding coming into this program or just city technical staff?

Lisa Larocque said yes this is grant funded. Primarily especially for all of the work that is being done in the community we are really facilitating these partnerships. It is kind of an informal collaborative because there is workforce people there. There is community organizations. There is technical experts, so all of the money for the grants is going out to them. There are still some challenges that we are going to meet. Our staff time is definitely from the city, and we are looking at alternative ways of finding gap funding that we are trying to do creatively and hopefully we will be working with LCU to be able to do that so I think that we are all partners in this but definitely for this effort and the scaling it is grants.

Councilor Mattiace said I totally support the staff funding, but I think what is important is we have heard a lot from people that are in homes that are 30,40,50 years old, they are on fixed incomes that sometimes they become candidates for being unhoused or losing their homes and looking for shelter. The program is such a significant benefit to keep people in their houses and it is affordable and its safe and I like the word happy. If they can stay in their happy home then they will not result being on our streets, in Community of Hope, or other shelters. I think your program is fantastic.

Lisa Larocque said the stage that we are in right now is called the planning stage. We are doing that till February or March of next year where we are trying to identify different residents who would be interested in a retro fit for their home which will start with describing what the program is like and getting their input and make sure they are comfortable with how and can help influence how the program is comfortable for them and makes them feel safe with the program and then in the spring, early spring we will be starting the audits at the health monitoring for at least 30 homes as part of our pilot. It depends on what our response rate is and then from there we will start

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retro fitting those houses in early summer and then we will cycle. Each iteration will hopefully grow bigger and bigger as word of mouth goes about, and our funding continues, and we learn our hard knock lessons and refine our process but that is how we are approaching it. At this juncture we are just identifying homes so if you and there are certain criteria for the rebates that are out and that the homes are 80% of the average median income to be able to qualify for up to \$17,000 in rebates so that is just the federal rebates which is why we feel that this is the wonderful way to harness all of the rebates from state and federal and utilities to bundle them and really take a huge slice out of what the cost would normally be for them.

3.3 LAS CRUCES FIRE DEPARTMENT MASTER PLAN INPUT

Jason Smith, Fire Chief gave the overhead presentation.

Councilor McClure said I am really happy that you guys did enter in that partnership with the other organizations, but I guess what my question to you is what burden would it be to be the leader because I think we can be the leader, but would that be hard on the staff that you have right now?

Chief Jason Smith said yes, we have to take that into consideration if we plan. If direction is, we want you to be the leader, we have to do an analysis and think about what kind of resources does that take? Do we need another Chief Officer? Can we do it with a Management Analyst? Do our current resources allow us to reach that goal? I think that is one of the neat things about the master plan is we can start working that direction. We can do an assessment now and we know that is going to be a goal seven years from now, ten years from now so we can build up for that. Put those estimates of what those financial cost may be into the plan.

Councilor McClure said I would say ya, definitely be that leader but that long term affect would be good to consider.

Councilor Mattiace said I have the similar concern. What happens with the City of Las Cruces is that we are so like the bank and so if you can manage it, control it, and similar to MVRDA will be a partnership, Mesilla, Dona Ana County. Is that what you are looking at and you will be a regional partnership? How far south are you looking at to create a regional force?

Chief Jason Smith said I think that is the question that I am really posing to you all. What do you envision us doing? How far do you feel that we should have a reach? That is really the question that we want to get to is what is this council's direction. In seven years, you want to look back and say the Fire Department is now a leader or involved with all of these organizations or we do automatic aid as far as Sunland Park. Automatic aid is where a 911 call comes in, we go automatically. We are dispatched and then we are responding or is it just you want us to be a regional partner in healthcare where we work with our hospitals. So that is kind of the question to you all is your input.

Councilor Mattiace said we could be very selfish and just say within city boundaries

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period, or we could extend our kindness and our resources to let's say the county. The county is huge. It goes pretty far south, and it has many cities down there that can't even afford fire fighters there. Some of them are volunteers and even like Talavera I think has just come on board with paid staff. Then you have Picacho. I think you have to give us your analysis of your funding and your capabilities before we can restrict you. I hate to restrict you. You are a great Chief, and we have a fantastic Fire Department, and we could probably extend our arm quite a distance and still succeed but I think you have to tell us if that is a good decision, a good call. For now, I would say that we are pretty much taking care of quite a lot calls. When you see 26,000 and maybe possibly 28,000 calls and your staff has shown 183 and it might be 220 but it still short what the other cities are handling and are those other cities regional leaders?

Chief Jason Smith said I would have to go back and look at those individual cities to see what their level of involvement is. You look at Colorado, they are pretty much a regional resource where all of these different districts and cities. They respond within each other. They are close enough to where they share resources much the way that you look at the Phoenix area where you have Phoenix Fire, the major section of it but the outlying cities respond automatically back and forth across boundary lines as if the boundary lines don't exist at all.

Councilor Mattiace said that is good information that it is happening, and that it is being sustained and they are doing a good job with that said I support whatever decision you have if that expansion can be obtained and we still have good resources, and you can still recruit fire fighters. I think it is a very good plan.

Councilor Graham said I am really uncomfortable making decisions from up here that affect the daily lives of just not even your employees but the whole community but thinking now toward your employees so I think my socratic methoding to this every question that you ask me, I would just question back how does this effect the people who are going to answer the calls at 3 in the morning and I think too, correct me if I am wrong 77 square miles. Is that current in Las Cruces more or less? So, we are already covering a really large area with a high needs population and while again I think fire's answer is always we will make it work and you do but I want to know how you want to make it work and how that trickles down to boots on the ground before I really weigh in.

Councilor Flores asked you get emergency calls from other municipalities in the area to help out at times, right?

Chief Jason Smith said that is correct. At times we get calls to help our neighbors out.

Councilor Flores asked somehow what I gather from what you are saying is that you want to structure it and make sure that, I don't know what it is exactly what the purpose would be to have this structure because it seems to me do you feel overburdened by the resources that you have now and providing the services that are needed?

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Chief Jason Smith said that brings up an important part and Councilor Graham's point of how does it impact the troops on the ground? Our crews do feel busy. They are busy majority of the time in responding to calls and if they are not there, they are training. So, with that being said there is also this culture that we have within our department of wanting to do more. Wanting to help our regional neighbors not just the community of Organ or going into Mesilla to help out with the structure fire but when we had kind of the call for service for assisting Ruidoso during their wildfire and their flooding there was no shortage of people that we have within the department that are saying I am available, and I want to go. So, it is kind of that economy that we have. One that yes, we are a busy system, our firefighters are busy, but they still want to help and then when we look at things like the Comprehensive Plan, one of the goals is to become a regional partner but there is no specifics as to what that means. Does it mean that we go that every time that there is a wildfire in New Mexico? We have a team ready to go. Do we want that level of involvement? Or do we want to help basically the 3,700 square miles of Dona Ana County or do we take a very narrow focus and we will collaborate, we will have meetings with our regional partners but we will stay within our 77 square miles? That is the input and the direction that I am looking for is how do we develop a master plan? How do we start setting these longer-term objectives if we don't have this big goal better defined for us because I would at the time make the call of can we handle to do this? With the hurricanes Milton and Helene coming through Florida and the panhandle and the Gulf. Talking to City Manager Ikani if we get called for our swift water team are you comfortable sending us, yes, we can do that. FEMA reimbursement, we have people who are trained. We are willing to go. That is extending us halfway across the country. My question for this is what do you want us to have as a regional goal?

Councilor Flores said I understand that you want some direction, but it seems to me based on what you just said that when there is a call, when there is a need you do respond. Why would you need us to tell you what to do or to allow you just to be known as the city that would help you out when you are in dire straits.

Chief Jason Smith said that is because there are other things that are involved. If we want to do more and council's directions is that we want, you to be more involved. We want you continue to do these things. There is other programs and other expenses that could occur because of that level of involvement. Right now, we are not trained for wildfire firefighting. If that is a goal of council for us to be involved in that, that takes planning and that takes funding and there is an impact in those areas to the community, to our city government so before we go marching down a path it takes us to things that require extra finances and extra funding, we want to make sure it is the direction of council.

Councilor Flores said it's a budgetary item as well. Are you saying Chief that you want a budget that would allow you to train firefighters in like the Ruidoso fire to handle that? I think I would like to see specifics as to what you want to do and what you would do say with the other fire departments, the regional fire departments, what it would cost for the training? You would probably need more firefighters on your staff and there are just so many unknowns. I think it is a wonderful idea and I think that we should be there for any travesty, any emergency and I want to thank you and the firefighters who do that. It sounds like a good idea in the abstract but in terms of

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implementing it we would need more, I would need more information. It sounds to me as if you want us to tell you what to do and I have no idea and well ya, go ahead help Santa Teresa, go out to Chaparral, go to Ruidoso. What do I know? I think it is a wonderful idea and I hope that we come up with something tangible and then we can go from there.

Mayor Pro Tem Bencomo asked I am wondering if you can just for the sake of the discussion today maybe clarify for us what it is that you are looking for because just from what I am hearing from some of my colleagues, from what I understand you saying is that right now you are looking for feedback for council members to be thought partners with you and the entire rest of the Fire Department as you think of this big picture master plan. You are not necessarily asking us to make fast and hard decisions today about budgeting, about staffing, you are asking us to engage in a thoughtful conversation with you about big picture planning for the future of the Fire Department, correct? It is not like whatever we say today, that's it, that is the decision we are moving forward but you are just looking for. We have our feet on the ground in our districts. What are we hearing? What are the things that we are seeing as folks who live in this community and represent our districts. Is that sort of what I am hearing you and how you want us to engage today?

Chief Jason Smith said that is correct. It is the big picture. It is what do you get the sense of your communities that you serve, the direction that we should go. It is not an ask for funding. It is not an ask for a specific program. It is so you can have your input as part of this master plan and partner with us and most importantly with our firefighters who are really the biggest contributors of their vision seven to ten years from now. It is nothing immediate. It is not a decision of a go, no go. It is a big picture, aspirations.

Mayor Pro Tem Bencomo said as you move forward in this presentation I just want to encourage my colleagues to think of that way. Think about an aspirational vision of the Fire Department. You are not here today to make specific decisions about the Fire Department, but I think the Chief is asking us to engage, to be thought partners in what this really big thinking, aspirational thinking can look like for the department and I think that is what would be most helpful to you. In terms of this question specifically for me Chief I think as I heard you say through your presentation that you wear as a badge of honor that you have these calls and that this team is responding to crisis in our community with what you have and I think for me the goal would be to for sure increase your staff and to increase salaries so that we can be a competitor in the region for sure but in addition to that as a regional partner I think for me I would love it for folks in not just in Dona Ana County but surrounding smaller communities to always say we can always call the Fire Department and they will always answer our call. Whether they have capacity is one thing or another but I would love to be the kind of Fire Department where people say the Mayor of Ruidoso for example can always say I can always count on Las Cruces Fire Department to answer the phone and I don't necessarily think the goal for us is to be trained in firefighting out in woods, whatever you said earlier. I don't necessarily think that is the goal as that is not the primary environment that we have in Las Cruces but the fact that you have firefighters that are willing to say ya I want to go help our neighbors, I think that is really beautiful and I would love to continue cultivating that in whatever that looks like.

Chief Jason Smith said I apologize to council if not clear in setting the expectation of what we are looking for.

Councilor Flores asked you are asking us, but have you gone to the rank and file? What does the union say?

Chief Jason Smith said we have had sixteen meetings with our staff. We try to hit all of our employees, including our 40-hour prevention MIH and LIGHT teams. We have invited everybody to participate in the same type of master plan activity that we are doing today where we talked about our strengths and opportunities and aspirations, the results we want to achieve as a department. So, we have had those discussions. Just this month we have had a meeting with our labor management team where we went over some of the early results and asked if they wanted additional input and we are waiting to hear back from them if they want us to attend a union meeting or not. We have already had discussions with 99%/98% of our rank and file members on this topic.

Councilor Flores asked they are aware of this topic?

Chief Jason Smith said yes.

Councilor Flores asked you have not met with them face to face?

Chief Jason Smith said we have met with them. We have met with everybody face to face as well as the union leadership. Within our comprehensive plan it is about developing a strong and educated workforce that supports our local and regional economy, and I really feel that this connects with us because we also have our own workforce to take care of and provide for as well as setting us apart as Mayor Pro Tem said how do we recruit? We have to separate ourselves. We want to be that leader when it comes to employment. So, the question for council is, what is your vision for us supporting our workforce when it comes to our facilities, our station, our existing stations, kind of our legacy stations, the ones who have been around since the sixties and our newest ones. What do you see for our apparatus, staffing numbers and training? Again, this is that long term visionary seven to ten years out.

Councilor McClure asked have you had consideration of wellness integration? I know it is an inherently dangerous job and long effects of some of the carcinogens that you have access to. So, things like that where you are supporting them through that, making it very clear that you are concerned about their long-term health as well.

Councilor Mattiace said I think I understand better that it is a visionary support and you just need to set goals that this is the best Fire Department in the state of New Mexico, maybe in the southwest and that would be my vision and so anything that I can do to support that vision I will do it and I understand the facilities, staffing and training is necessary to attract recruits. So, if you don't have an excellent apparatus and staff and training and good equipment you are not going to be getting the best of the best in recruiting. I totally support that vision.

Mayor Pro Tem Bencomo said I strongly support Councilor McClure's comments on sort of wellness, and you know last week at Courts, Corrections and Justice's Committee Chief Story and Sheriff Stewart presented and something really interesting that Sheriff Stewart was talking about in terms of how they recruit. She said they really started looking at different kinds of models of work life balance and I thought that was real interesting and I think for both the Police Department and Fire Department and really looking at because I always say this to people I work with that over working is not a badge of honor. Like over working, no one is giving out awards for the most overworked, the most burnt-out person and I don't want us to have that kind of attitude either. I want us to cultivate a spirit of why you should have a tenure here and why you should stay here and cultivate the kind of work life balance which I know is hard for a Fire Department that keeps very odd hours. Very odd in terms of compared to everybody else and so I think for me that is something that I would strongly suggest but otherwise Chief in terms of this I think the way we operate is already really important and that you and leadership team have always come to us and said we need a new station. Like I think we have worked really well in terms of you expressing the kinds of needs that you have and then the council responding to that in the best way that we can I think we have a really good process for that already.

Chief Jason Smith said the next question talks about community pride through neighborhood events. We know that the Fire Department is very important in creating that safe community that we can lend to the feeling of a community. Whether that is something at the new Station 9 and what we are doing with public art, having that station able to receive the public for tours. We definitely want to be involved with the community so the question for council is how do you envision LCFD in being a community partner in or helping us establish us in a community identity through our Fire Department?

Councilor Corran said you mentioned our up and coming fire station so I know that in my district it means a lot to folks but you all show up and to me and I know at PRIDE you know there were dogs, there were the usual suspects that you would see at PRIDE but people really felt like it was a real event when the fire truck came through and I have to tell you I know that might be a controversial position but I would say representative of the way that you all show up and every event that I go to, every community event that I have you all are there as partners and so I think how we support those efforts is really I feel that you all integral to our community identity. I think folks most associate with LCFD as folks in our community who are doing good all the time, so you have really earned that reputation. I would put this back to say how can we support that in your efforts. That is show that we appreciate the ways that you all show up and I think that is sort of where we are in my perspective. You all are showing up extraordinarily well in the community. I think sentiment reflects that and so I think it is on us to think about the ways that we can support that in your planning.

Mayor Pro Tem Bencomo said I think sometimes the community sort of looks at city staff as a whole, like out there. We live somewhere else, but we live here too, like we are in these neighborhoods and these communities to. I think remembering as we try to create this community pride that firefighters are your neighbors. They literally live right next to you. Some of their kids go to your schools with your kids and just

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remembering that they are very much part of our community.

Chief Jason Smith said this one deals directly with ensuring high quality fire and EMS services. So how do we want the public to experience higher level of service in times of emergency. So, what will visiting our stations look like? What will our response be like for the community? Again, this isn't like that visionary thing. It is more of like a feeling that you want the public to have when we show up in their time of need and then also what should the public expect when it is not a life threat or property threat public service call? What is appropriate for them to experience in those calls because I will tell you like some of the public input we received so far is there is a difference in the public's expectations when somebody is having a heart attack versus when somebody is having a minor emergency that is not a life threat. The response times that they want to experience are different, but discretion is to council is what feelings do you want the public to have when they interact with us so that we can better describe what high quality fire and emergency medical services and what that means to us?

Councilor McClure said I think we encounter people on the worst days of their lives and sometimes that resounding calmness in that storm is probably the best thing you can offer. I have not heard anything that is contrary to that that when we do have interactions in that way that's what we get from LCFD so I think that calmness but then yes that then transitioning into customer service almost in that next step of we might not have the answer but we have the resources to get you connected to whatever that is which is what I feel is what the Fire Department does to a large degree is that connector. So that is hard but going back to Councilor Corran too with that idea of how can we enable that for you in the best ways possible. That is on us then too. Keep doing what you are doing essentially but that idea that is the strength that you have much like the identity question where you are firmly entrenched in the community already. What does that look like again yes, we are neighbors to some of you but what does it look like when you guys engage? Do you guys feel the same kind of comradery from the community? Is there a way we can encourage that from you guys as well too.

Chief Jason Smith said within the comprehensive plan it talks about support for Fire Mobile Integrated Health Program and the Crisis Intervention Team so really in ten years, seven years from now what do you want our teams to look like?

Councilor Graham said I think that we see this with fire, we see this with police and dealing with what I will just globally call social crisis is an increasingly large part of your work and I think that acknowledging that from the highest level down is important so when I am thinking about a ten year vision on MIH and LIGHT envisioning that as a separate, maybe not a separate but a unique recruiting process that we are looking toward again thinking about regional partnerships. We have an amazing school of social work. Mayor Pro Tem is an alumni of that. How are we making connections to bring what we need in crisis intervention and use it to shore up emergency response. I think we have done an incredible job of shifting roles in the last few years but how do we build the workforce we need to deal with the reality of what we are doing.

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Councilor McClure said I very much agree that it should be a larger component of what you do because that will be the need. Kind of what like Councilor Graham said too it is going to have to be sort of almost not independent but a huge focus because we see that it works problematically that with success you are going to need that growth and I think in ten years what that is going to look like and how that is going to integrate with PD that would be something to consider then too.

Mayor Pro Tem Bencomo said I think for me immediately I thought oh we must grow LIGHT and MIH and then I thought, wait a minute. I don't think necessarily that is the goal. We want less crisis. We want to have less people in crisis in our community and so I am wondering as we vision this how we have a better balance between proactive approaches versus the more reactive approaches. I am not necessarily saying reactive is bad because what the Fire Department has done really well is identify a problem and then build something around it, like MIH. We identified that there was high utilizers of the 911 system that didn't actually need this level of care but a different kind of level of care and you have responded and created something really amazing around that which is MIH. We identified that we wanted to create a different type of response out of the 911 system that didn't just burden the Police Department when it came to people in crisis and we created LIGHT and so those kinds of responses are brilliant and I think we also have to have a better plan on how to be proactive in order to ensure that there are less people experiencing this kind of crisis and I don't think that is the only responsibility of the Fire Department. I think that is very much a community stakeholder effort.

Chief Jason Smith said thank you for the feedback on that. If there is anything specific in the master plan that you want to see us address we definitely want to bring to you goals and objectives that are unique and that fit our community and our department but if there is any issue you want us to address or any point you want us to investigate, we would love to hear what those thoughts maybe before I close things up.

Councilor Graham asked is there is working document that we can look at?

Chief Jason Smith said there is a working document, 17/18 pages. We also have another Work Session scheduled in November to bring you a draft with the feedback, with some goals and objectives. I just want to make sure that we are hitting everything that council wants to see.

Councilor Graham asked whatever is existing can that be shared through Christine and to us?

Chief Jason Smith said Christine is saying yes. What I am taking from council is that to develop more of the goals and objectives, the finances around those, what they could do for forward projecting. We definitely want to make sure it matches the exercise we have already done for Elevate Las Cruces because we did some forecasting of different models of expansion but also balanced things with our boots on the ground. What our employees are saying, what their goals and objectives might be.

3.4 GO BOND QUARTERLY UPDATE

David Sedillo, Public Works Director gave the overhead presentation.

Natalie Green, Housing and Neighborhood Revitalization Administrator continued the overhead presentation.

Councilor Flores said I did receive a call from County Commissioner Chaparro, and she was very concerned about the roads that lead to that. Apparently, there are roads leading to that housing area that aren't paved. Did you see that? Did you experience that?

Natalie Green said the unpaved road is on the county side. All the roads on the city side are paved up to this property.

Councilor Flores said I told her I did not know. I don't have a map at home to look at but okay, so the onus is on the county to make sure that the roads are developed to access the housing? How is it that a housing area would be built, and the roads not being taken care of, and I know the onus is on the county on this one but just generally speaking? I am thinking about emergency vehicles, access in terms of your car hitting those bumps and whatever. Is that something that is taken into account?

Natalie Green said I believe Community Development is in the audience so they can speak to their development process but as part of the permitting review they do evaluate all of those factors and depending on the size of the development they do require a traffic impact analysis. It would have evaluated that as part of the permitting.

Councilor Flores asked so we did it, they didn't?

Tim Pitts, Deputy Director Community Development said yes, we did do the analysis on this. There are actually two proper accesses on fully built out roads to this property and along Peachtree and Jornada. There are two fully built out roads that have access so for public safety reasons we can get fire engines, ambulances, and so on to this site from two separate locations and so even if something were to cut off those it would be available. The county access isn't necessary to us. It is just on the edge of the city, and it is full access.

Councilor Flores asked there is a county road that isn't paved that leads to that development?

Natalie Green said it is a road that leads away from the development. So, it is the extension of Peachtree to Mesa Grande. So, from Sonoma Ranch, Peachtree to Jornada intersection is paved and also is Jornada Road. What is not paved is the Peachtree portion in the county area that extends to Mesa Grande and that is not paved.

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Councilor Flores asked in terms of just planning around a new development there isn't any assessment as to the ingress, all the potential ingress/egress to that development?

David Sedillo said yes as Mr. Tim Pitts had mentioned there was an analysis done for that for the ingress and egress of those vehicles.

Councilor Flores asked in seeing that the access to those apartments is part of the county's responsibility, do the governments ever exchange any information or concerns about that sort of thing where the road was not developed?

David Sedillo said the city has had discussions with the county regarding Peachtree. We have talked about those in the past and partnering with them. We can look at possibly getting other types of funding to partner and build out that infrastructure at that location since it does border the limits of both the county and the city. That is still an ongoing process and that is something that we will be looking at in partnering not only with the county but having other discussions with NMDOT, MPO to look at what are those regional benefits for the system, the region and the community as a whole.

Councilor Flores said that would be great. I know that some of our roads that we have south of I-70, some of those homes the only access to those homes is through easements that the city has and it is something that I have been trying to somehow wave a magic wand because some people are not able to access their homes because of that so I will be speaking to our City Attorney about easements. I am just concerned about mud and people sinking. There are people who do sink into mud in that area.

Tim Pitts said the MPO does have a future transportation corridor through there. Peachtree Hills is expected to get developed at some point in time. It is eligible for funding as David said. We are working on that. We do work with our county counterparts a lot. The one that we were more worried about was the flooding on the county side of Jornada. There is actually some flooding issues over there is not quite to the point of a flood plain but it is something that some of the neighbors have so we did work and make sure that the drainage operates properly with our neighbors in the county. So, we do work very closely with them.

4. ADJOURNMENT

4.1

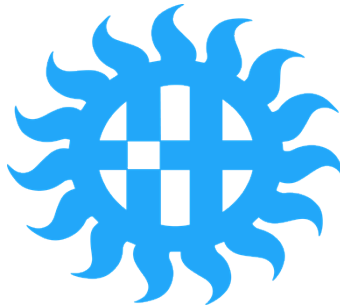
Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to adjourn at 3:17 p.m.

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

Agenda Item #5.2.

Mayor

City Clerk



MINUTES

Work Session

Monday, October 28, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, and Councilor Cassie McClure

ABSENT: Councilor William Mattiace

1. JOBS OF THE WEEK

1.1

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

2. PETS OF THE WEEK

2.1

Carol Nielson, Animal Services Center of the Mesilla Valley presented Pets of the Week.

3. AGENDA ITEM

3.1 OVERDOSE PREVENTION CENTER.

Monica Torres, Economist gave the overhead presentation.

3.2 CITY OF LAS CRUCES ECONOMIC OUTLOOK.

Phillip Fiuty, Member of the Public introduced the topic.

Kailin See, Homeless Health Team Los Angeles, gave the overhead presentation.

Councilor Corran asked we are having ongoing opioid funding sort of conversations about what we are going to use for that, I am wondering what the next steps are for when we are going to hear some of those additional recommendations? It seems like

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it is alluded to in the documentation that we have received so far but not as specific in detail as to what this presentation was. I am curious as to when the next opioid conversation might be and if we can also consider this in connection with that conversation too?

Athena Huckaby, Member of the Public said I am a public health professional here in Las Cruces and I also sit on the Opioid Settlement Advisory Council. Those meetings are ongoing. We have been meeting monthly for several months and we have a meeting coming up on November 4th where what we are trying to line out is both the programs that we would like to see funded and the ways that we would like to track the success of those programs. So, before we bring a full suite of recommendations to you, we want to understand how we are going to measure the success of those programs. We are hoping to line that out on November 4th and then be a little bit closer to having ironed out recommendations that everyone agrees on to bring. That being said, I am not sure that overdose prevention centers are necessarily, we are talking of course about harm reduction, recovery and many other things but I don't think that we are talking specifically in that group about an overdose prevention center. That being said, I do of course envision that the opioid settlement funds could be very easily used to fund a pilot project of something of this nature.

Councilor Corran said I was just wondering the context of all of those things. I interpret the documents that I read so far as being pretty open to this type of conversation too so I think I just want to elevate that I hope we can continue this conversation in that context as well.

Councilor McClure asked what are some legality issues that we might have with something like this? Is there a state issue or city issues that we might have that we might need to overcome or would this work in the city?

Brad Douglas, City Attorney said I don't want to go too deeply into the issue in an open forum but of course the issue that I am always looking at are in regard to both liability and legality. What I can say here in the open forum today is that Chapter 24 of our State Code at least appears to contemplate the legality of these overdose prevention centers but it is also my understanding that the New Mexico State Legislature probably intends to introduce more robust legislation regarded to that especially with regard to limitation of liability.

Kailin See said the City of New York had to in Court Council grapple with this issue and one of the concerns was being defunded at a federal level if the City of New York chose to support the sites. Especially given that the Governor was seeming to adopt a stance of noninterference but had no intention and wasn't signaling that she intended to legislate now or in the future and if it is helpful Court Council at New York City is very willing to talk to other jurisdictions who are thinking this through in terms of risk and how they mitigated those risks and the thought exercise that they undertook. I would be very happy to connect you if that is an interest. You have probably already reached out to them but if you haven't, they are very happy to speak to other jurisdictions to help with that if helpful.

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Mayor Pro Tem Bencomo said I don't have questions necessarily, I just have a couple of comments. I am looking forward to the conversation with the Opioid Settlement Advisory Committee on why or why not something like this should be on the list of recommendations. I think harm reduction strategies are vitally important in this moment and more and more people are dying and so we have to interfere boldly and as best as possible. I think something like this bold would be best suited in coordination with our partners at the county of course. I think it would function best that way and of course with a bunch of other stakeholders. So, I do look forward to that conversation. I am happy to have all of this information as we move into potentially joint session with the county regarding opioid settlement recommendations. The last thing I will say is that there has been a couple of pieces of legislation that were introduced in the New Mexico State Legislature regarding these kind of harm reduction strategies and one in 2021 and one in 2023. Neither of them have made it out of one of the chambers from what I understand just lack of time but that there has been momentum around these and that there has been some other statewide advocates who have raised this conversation to state level so I also look forward to following any of that in the future and in the January 2025 Legislative Session to see if any of these pieces of legislation will be reintroduced. For now, for me I really appreciate having all of this information and understanding this especially as we go into the opioid settlement joint work session with the county and potentially in a few weeks or a couple of months, I am not sure.

Juan Garcia, Member of the Public said this morning there was an article on KFox where various parks in Las Cruces were identified as drug havens for users, addicts and overdoses. Something has to change because citizens of this community don't deserve this deplorable environment. You want more money to better our parks, but it shouldn't be for criminal activity. Although my initial reaction to OPC is no and I did see the movie, Love in the Age of Fentanyl. If these centers can be used as a conduit to treatment forced through the judicial system or volunteer this may be an option to consider and I stress, may be. There has to be consequences and there has to be a center to facilitate illicit drug use and further enable the already horrible human destruction going on. We can't have Las Cruces continue to be a haven magnet for homeless, criminals, but potentially now with OPC increase drug users in the city leading to even more criminal activity.

Dr. Francine Feinberg, Member of the Public said I spent about 30 years working with women with substance use disorders and their children. I actually have some questions for Kailin. One is how are they funded? The other is, are they able to serve pregnant women and is there any kind of service for people who have children so that they can go into your facility and not have to worry about where their children are?

Kailin See said for the first 18 months of our operation we could not use a single cent of public money for the operation of the site and then the New York City Department of Health and the City of New York figured out following our recommendation a Time and Effort Budgeting System and that is how the sites continue to be funded. A Time and Effort Budget is a federally acknowledged budgeting system that separates activities of a program into eligible and ineligible activities against federal regulation and federal law. So when we look at the scope of work and the percentage of staff time in an overdose prevention center under this Time and Effort structure we see that

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98% roughly, 98% of staff labor is spent doing activities that are eligible under federal law and according to federal regulations, 2% of staff time or less are spent doing activities that are ineligible under federal law and that really comes down to the act of observing consumption itself. Everything else is an evidence based widely accepted public health intervention for people who use drugs, even the observation of consumption is divided into passive and indirect observation but when you think about it if you only have to come up with discretionary money to fund 2% of staff time as opposed to 100% of staff time suddenly your funding options for a site like this becomes much broader. Rhode Island as you know is using opioid settlement funds. Now New York is using public money to fund the sites with the exception of the 2% which is funded by discretionary or foundation money. So that is the funding piece. The budget for On Point by the way is \$17 million for the entire organization. That is everything that I showed you. The OPC themselves come in around \$4 million. In terms of pregnant people, or pregnant and parenting, people who use drugs and people with dependents, yes, we have policies in place for both. I don't know that we have a ton of time to get into that but know that policies do exist for both pregnant people who use drugs and pregnant and parenting people who use drugs. The OPCs in New York have successfully seen the birth of three children to parents who did their pregnancies through the OPC and two of those parents still have full custody of their children and for both this is the first baby that was not apprehended by social services. So, a huge testament to the role, the healthcare role that these sites can play in interrupting addiction patterns for pregnant and parenting people who use drugs.

Sarah Smith, Member of the Public said I have some serious concerns about this and the message that it sends to the public. It is basically saying, okay drugs are illegal, but you can come and do them right here and I think that creates a very interesting dynamic that says drugs aren't really illegal anymore because we will give you a place where you can come and do them. I am very concerned that this potentially increases the number of people that are doing drugs in the community as well as what kind of real metrics are used for this besides how many people didn't overdose. What impact does it have on the neighborhood? What impact does it have on the city? How many of these people actually become sober and rehabilitated versus just continuing on because now they have comfortable dignified place to do it? You may have heard that San Francisco is being sued right now for a very similar situation looking at the case which is in Federal Court right now which the city tried to shut down the case and the judge said nope, the case can proceed. They are specifically having a lawsuit filed by residents and businesses that says, "lawmakers created a lawless living environment by enabling drug addicts and dealers" and they go on to say "the city's enabling of drug use has increased petty and violent crime in the neighborhood, addicts support their habit by stealing, car break ins, robberies, burglaries, etcetera along with all the other things that we often see with these types of neighborhoods", and it sounds very familiar to Desert Hope when it first opened also increasing crime. So, we have seen that happen. I am very concerned about anything else that the city might be funding that is going to have similar consequences for the people who live nearby and then having to deal with drug addicts in their neighborhood very regularly. Drug addicts basically as a magnet for them to that neighborhood and all of the things that go with that in terms of their public safety, their rights to having a safe neighborhood for their children and a place to live.

Andrew Thomas, Member of the Public said I am going to speak as an expert in addiction being that I am in recovery. I won't speak for any of the recovery of the facilities that I have worked for but for the community that I take part in. Most of the addicts and alcoholics that I speak with don't want to be addicts or alcoholics. It is not something they strive for. There is a severe fear of detox and a severe fear of getting sober. One of the things that medication assisted treatment helps with is reducing that fear. If we can get people unafraid of detoxing from the pain and sometimes death then what we can offer them is a chance and that is what we are talking about here, is offering people a chance. They are not going to get it if they are just on the streets. They are not going to get it if they are just hanging out in parks. Where they have the opportunity to get it is when they enter a facility where the alternatives offered to them and that is really what we are talking about here, opportunity and for me sobriety is opportunity. It is the opportunity to do all the things that I want to do in life instead of chasing after drugs and alcohol. I am very passionate about this, and I know Athena and other members of this community are too. We are passionate about it for a reason because we have seen it work. That may sound anecdotal but if anecdote is all I have, and my testimony is that then that is what I am going to go by. I am going to go by all the people that I have seen it worked for and I think we need to really look into providing opportunities to people that they don't otherwise get.

Fred Miller, Member of the Public said it seems to me that people who end up in these overdose prevention centers they are not people who are going to be trying to encourage other people to join them in doing drugs. If anything, they are people who are addressing it at a level. They are not people who want to share it with new friends. That doesn't make sense to me. So, I don't think that these will promote wider drug use, it seems prima facie it should cut down on drug use with people being treated and such. In the presentation Kailin See mentioned the use of small doses of naloxone instead of large doses so that gets away from the problem of people getting treated out on the street and running off and refusing treatment and then the naloxone wears off and the overdose comes back. I glanced over at Chief Smith when she brought that up and that looked like that really hit home for him. That is worthwhile, that is something worth having and in terms of parks and streets that is part of what these reduction centers are taking care of. They are diverting the needles from the parks and streets, so it sounds like a good thing to me.

Liz Liano, Member of the Public said I am a person in recovery as well and I came late so I missed a little bit of the presentation but overdose prevention centers, I was just looking at the National Institute of Health and in their twenty years of data they have zero deaths and that is really important because having that method of not just prevention but like assertive action for people who are dealing with such a pervasive addiction. New Mexico ranks really high in our statistics nationally for deaths of disappear which is alcohol, drug addiction, and suicide. It shows that nationally we rank sixth for opioid use deaths or drug addiction deaths and we rank four nationally for deaths by alcohol use and as well number four for death by suicide. We are also very heavy in ACEs which is Adverse Childhood Experiences and research has shown that folks who rank high in ACEs score which it's a ten question questionnaire that has had decades of studies in it actually so folks who answer yes for four or more of those questions have a significant higher propensity for drug and alcohol addiction

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and this is really important to note because studies in ACEs have also shown that traditional methods may not always scratch the surface. Everything from bariatrics to therapy much more sort of treatment is definitely needed.

Tenika Sosa-Gonzalez, Member of the Public said I am a Board Certified Psychiatric Mental Health Nurse. I also have extensive lived experiences so I would like to start this discussion by saying I appreciate the fact that we are bringing science into this and facts into this because the reality is that this is a medical condition that affects D2 dopamine receptors and other receptors. So, I think we should have a discussion about this like it is an illness. I also would say to my fellow Las Cruces and council that we stop using words that are pejorative like addict. Three years ago, I lost my father who had returned to substance use after he lost his sister who was murdered at the hands of her son with schizophrenia. My dad died because he didn't know how to take his drugs, so he is not an addict, he is my dad. There are faces to this and there are people to this, and I will just say that when we had our discussion about shopping carts, Sarah Smith said, "overall these strategies aren't working, and people need treatment and a safe space to go". And Chief Story encourages us to not be all or nothing but to have a balanced approach and so I think that we use and have this discussion using science and compassion and stop feeding into stigma because really what stigma does is gives people who feel insecure and insufficient the opportunities to otherwise people in their communities, they feel better about themselves. So, the next time you walk past someone, and you want to look at them as just a junkie or just an addict, they belong to somebody. They have a family who loves them so I would just encourage us to elevate this discussion and to really look at the science behind it and to be open to talking about how to do new and different things.

Mayor Pro Tem Bencomo said thank you very much to our three presenters. I appreciate very much and continue to look forward to continued conversations on this.

4. ADJOURNMENT

4.1

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to adjourn at 2:18 p.m.

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

Mayor

City Clerk



25-059

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:	November 18, 2024
Drafter:	Virginia Barela	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS WITH MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; TERRACON CONSULTANTS, INC.; ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC ALL OF LAS CRUCES, NM, AND GEOLOGIC ASSOCIATES, INC. DBA DANIEL B. STEPHENS & ASSOCIATES AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL BOTH OF ALBUQUERQUE, NM, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$2,000,000 PLUS APPLICABLE TAXES PER VENDOR, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (22-23-036 ENVIRONMENTAL ENGINEERING SERVICES).		

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) requires environmental engineering services to complete citywide projects. These services are required to perform design functions that include, but are not limited, to the following: the design and preparation of solid waste studies, landfill system design and analysis, environmental surveys, assessments, monitoring and management of indoor air quality and asbestos, testing and analysis of soil and groundwater for contaminants, environmental permitting, land use permitting, and NPDES & SWPPP compliance. The purpose of the environmental engineering services Request for Proposals is to pre-qualify multiple engineering firms that can provide these specialized engineering services. To meet this need, the Purchasing program issued Request for Proposals 22-23-036, to establish multiple environmental engineering firms in which City staff may contract out necessary work to complete budgeted projects.

Five (5) proposals were received and submitted to the Selection Advisory Committee for review and evaluation. The committee recommended the award to Miller Engineers, Inc. dba Souder, Miller & Associates; Terracon Consultants, Inc.; and Zia Engineering & Environmental Consultants, LLC all of Las Cruces, NM and Daniel B. Stephens & Associates, Inc. and Parkhill, Smith & Cooper, Inc. dba Parkhill both of Albuquerque, NM. The proposed service agreements were to be used on an as-needed basis.

The City of Las Cruces has numerous projects budgeted each fiscal year. The quantity and complexity of these projects has increased since the initial execution of professional service agreements. This increase in quantity and complexity has resulted in the City's need to amend the professional service agreements to increase the annual not-to-exceed amount to \$2,000,000 plus applicable taxes, per vendor.

SUPPORT INFORMATION:

[Exhibit "A" - 22-23-036 Amendment DBSA](#)

[Exhibit "B" - 22-23-036 Amendment SMA](#)

[Exhibit "C" - 22-23-036 Amendment Parkhill](#)

[Exhibit "D" - 22-23-036 Amendment Terracon](#)

[Exhibit "E" - 22-23-036 Amendment Zia](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

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"; will authorize the amendment to PSA 22-23-036, to increase the annual not-to-exceed amount to \$2,000.000, plus applicable taxes, per vendor.
2. Vote "No"; this action will deny the amendment to PSA 22-23-036, to increase the annual not-to-exceed amount to \$2,000.000, plus applicable taxes, per vendor.
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 PSA 22-23-036.

REFERENCE INFORMATION:

Resolution 24-002

RESOLUTION 25-059

A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS WITH MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; TERRACON CONSULTANTS, INC.; ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC ALL OF LAS CRUCES, NM, AND GEOLOGIC ASSOCIATES, INC. DBA DANIEL B. STEPHENS & ASSOCIATES AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL BOTH OF ALBUQUERQUE, NM, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$2,000,000 PLUS APPLICABLE TAXES PER VENDOR, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (22-23-036 ENVIRONMENTAL ENGINEERING SERVICES).

The City Council is informed that:

WHEREAS, the City of Las Cruces requires environmental engineering services to complete numerous projects which are budgeted each fiscal year; and

WHEREAS, the Purchasing program issued request for proposals to establish multiple environmental engineering firms in which City staff may contract our necessary work; and

WHEREAS, City Council approved the City to enter into Professional Service Agreement 22-23-036 (PSA 22-23-036) to be used on an as-needed basis for a period of five (5) years, in an amount not to exceed \$500,000, annually per vendor; and

WHEREAS, the quantity and complexity of projects has increased since the initial execution of PSA 22-23-036.

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

(I)

THAT the Resolution authorizing amendments to PSA 22-23-036 with Miller Engineers, Inc. dba Souder, Miller & Associates; Terracon Consultants, Inc.; and Zia Engineering & Environmental Consultants, LLC all of Las Cruces, NM and Daniel B. Stephens & Associates, Inc. and Parkhill, Smith & Cooper, Inc. dba Parkhill both of Albuquerque, NM as shown in Exhibits "A" through "E" respectively, attached hereto and made part of this resolution are 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 #6.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP 2-23-036 ENVIRONMENTAL ENGINEERING SERVICES

This amendment, made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and Geologic Associates, Inc. dba Daniel B. Stephens & Associates, Inc. of Albuquerque, NM.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 1, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section4 COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$2,000,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 1, 2023 between the parties is hereby ratified and confirmed.

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

GEOLOGIC ASSOCIATES, INC. DBA
DANIEL B. STEPHENS & ASSOCIATES,
INC.

CITY OF LAS CRUCES

BY: _____
Name
Title

Date

BY: _____
Alicia Hernandez
Purchasing Manager

Date

APPROVED AS TO FORM
 10/21/2024

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP 2-23-036 ENVIRONMENTAL ENGINEERING SERVICES

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and Miller Engineering, Inc. dba Souder, Miller & Associates of Rio Rancho, NM.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 1, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section4 COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$2,000,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 1, 2023 between the parties is hereby ratified and confirmed.

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

MILLER ENGINEERING, INC. DBA
SOUDER, MILLER & ASSOCIATES

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 f b 10/21/2024

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP 2-23-036 ENVIRONMENTAL ENGINEERING SERVICES

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and Parkhill, Smith & Cooper, Inc. dba Parkhill of Las Cruces, NM.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 1, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section4 COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$2,000,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 1, 2023 between the parties is hereby ratified and confirmed.

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

PARKHILL, SMITH & COOPER, INC.
DBA PARKHILL

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 10/21/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP 2-23-036 ENVIRONMENTAL ENGINEERING SERVICES

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and Terracon Consultants, Inc. of Las Cruces, NM.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 1, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section4 COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$2,000,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 1, 2023 between the parties is hereby ratified and confirmed.

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

TERRACON CONSULTANTS, INC.

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 10/21/2024

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

RFP 2-23-036 ENVIRONMENTAL ENGINEERING SERVICES

This amendment, made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and Zia Engineering & Environmental Consultants, LLC of Las Cruces, NM.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 1, 2023, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section4 COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$2,000,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 1, 2023 between the parties is hereby ratified and confirmed.

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

ZIA ENGINEERING & ENVIRONMENTAL
CONSULTANTS, LLC

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 10/21/2024

City Attorney



25-060

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:	November 18, 2024
Drafter:	Cynthia Campo	Department:	City Manager's Office
Program:	Capital Improvements Program	Line of Business:	Planning and Implementation
Title:	A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.		

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

PURPOSE(S) OF ACTION:

To amend the Capital Improvement Program (CIP) for Fiscal Year (FY) 2025 through 2030.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Capital Improvements Program (CIP) is a six-year program that identifies the infrastructure and capital funding, and funding needs. One year of funded projects is followed by five unfunded years identifying future needs.

The City Council adopted the FY25-30 Capital Improvement Program on May 20, 2024. The proposed amendment includes updated project information for the 1st quarter of FY2025, such as new grant awards and revised funding sources and amounts.

SUPPORT INFORMATION:

[Exhibit "A" - FY2025-2030 CIP](#)

PLAN(S):

Elevate Las Cruces

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

Agenda Item #7.1.

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will amend the City of Las Cruces FY2025 through FY2030 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2025 through FY2030 CIP.
3. Vote to "Amend"; this could potentially amend the City of Las Cruces FY2025 through FY2030 CIP, requiring pages in the program document be added, deleted, or modified.
4. Vote to "Table"; this will delay the use of funds for the amended projects.

RESOLUTION 25-060

A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

WHEREAS, the Capital Improvements Program (CIP) is a six-year program that identifies capital projects which address capital needs to build, replace, expand, and improve infrastructure and systems; and

WHEREAS, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and allocation of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

WHEREAS, pursuant to Article V. Section 5.08 of the City Charter, Council may supplement, reduce, or transfer appropriations.

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

(I)

THAT the Capital Improvements Program for FY2025 through FY2030, attached hereto and made part of this Resolution as Exhibit "A"

(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 #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

**City of Las Cruces
Capital Improvements Program
FY 2025-2030**

Exhibit "A"

Amended: 11/18/2024

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
Pending Design Approval			(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		3,210,870	20,861,423	15,020,000	3,600,000	2,700,000	24,320,000	
Airport - Carryover Projects		3,071,070	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 Taxi Lane 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
2024 Legislative Appropriations (R)			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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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	-	-	-	-	-	
GO Bond 2024 - Affordable Housing Development	Neighborhood Housing	5,872,334						Bonds
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						Taxes
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		9,321,629	13,430,000	1,300,000	-	-	-	
Non-Profit - Carryover Projects		9,321,629	12,430,000	500,000	-	-	-	
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	1,171,268	500,000	500,000				Grants
MV Community of Hope Flooring	Non-Profit	10,317						Grants
MV Community of Hope Health 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		10,931,191	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
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	-	-	-	-	-	
Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						TIDD

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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
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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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
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
W23 Projects	Utilities	730,434	5,181,394	11,232,265				Bonds

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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		122,921,984	77,806,314	33,179,881	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		194,427,672.82	290,738,666	198,987,377	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 <i>italic</i> (R) Leg. Appropriations Reauthorizations	Current funding sources noted in bold
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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:	November 18, 2024
Drafter:	Andrew Wray	Department:	Community Development
Program:	Metropolitan Planning Organization	Line of Business:	Metropolitan Planning Organization
Title:	A RESOLUTION APPROVING THE AMENDED AND RESTATED MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO) JOINT POWERS AGREEMENT FOR THE GOVERNANCE OF THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION.		

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

PURPOSE(S) OF ACTION:
To Approve the Amended and Restated Mesilla Valley MPO Joint Powers Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces is a member jurisdiction of the Mesilla Valley Metropolitan Planning Organization (MPO). Title 23 United States Code (USC) 134 requires that MPOs be designated for each urban area in the United States of more than 50,000 in population. The purpose of MPOs is to ensure that current and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process throughout the metropolitan planning area (MPA). In the State of New Mexico, the practice is to create the required MPOs via Joint Powers Agreements (JPA) among the participating local governments. The current JPA went into effect on November 15, 2021.

The Mesilla Valley MPO has served as the MPO for central Dona Aña County since February 10, 1982 and the City of Las Cruces has been a member of the MPO since that date. The MPO has historically existed as an organic part of the City of Las Cruces. The City of Las Cruces has determined to separate the MPO from the rest of the City government. As such, the JPA must be amended to incorporate a number of administrative and structural revisions to enable the MPO to function as an independent organization.

The MPO Policy Board approved the amended JPA at their October 9 meeting.

SUPPORT INFORMATION:
[Exhibit "A" -JPA MPO FinalDraft](#)
[AttachmentA-JPA MPO Redline](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:

Agenda Item #7.2.

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 amended Mesilla Valley Metropolitan Planning Organization Joint Powers Agreement.
2. Vote "No"; this will not approve the amended Mesilla Valley Metropolitan Planning Organization Joint Powers Agreement.
3. Vote to "Amend"; this will require direction to staff to return the Joint Powers Agreement to the Mesilla Valley Metropolitan Planning Organization Policy Board with amendments.
4. Vote to "Table"; this will postpone consideration of the Joint Powers Agreement.

RESOLUTION 25-061

A RESOLUTION APPROVING THE AMENDED AND RESTATED MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO) JOINT POWERS AGREEMENT FOR THE GOVERNANCE OF THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION.

The City Council is informed that:

WHEREAS, on February 10, 1982 the Governor of the State of New Mexico designated the Las Cruces Metropolitan Planning Organization (MPO) to carry out the Federal planning requirements of 23 CFR 450.300 and 49 USC 5303; and

WHEREAS, the Joint Powers Agreement of 2013 renamed the Las Cruces Metropolitan Planning Organization to be the Mesilla Valley Metropolitan Planning Organization; and

WHEREAS, the MPO has been operating under the current Joint Powers Agreement (JPA) between the City of Las Cruces ("City"), Doña Ana County ("County"), and the Town of Mesilla ("Town") since 2021; and

WHEREAS, in 2022 the City of Las Cruces requested that the MPO undertake a process to administratively separate from the City organization; and

WHEREAS, since that time the MPO has been working on implementing the requested separation; and

WHEREAS, the required separation process requires amendments to the existing JPA; and

WHEREAS, revised JPA contains all the changes necessary to accomplish the requested separation; and

WHEREAS, the revised JPA contains other changes from the current JPA that the MPO deems necessary and appropriate; and

WHEREAS, the MPO Policy Board approved the Amended and Restated JPA at their October 9 meeting.

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

(I)

THAT the Amended and Restated Mesilla Valley MPO Joint Powers Agreement for the Governance of the Mesilla Valley Metropolitan Planning Organization, attached as Exhibit "A", 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

Exhibit “A”
AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE GOVERNANCE OF THE
MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (“**JPA**”) is entered into by and between the City of Las Cruces (“**City**”), a municipal corporation, the County of Doña Ana (“**County**”), a political subdivision, and the Town of Mesilla (“**Town**”), a municipal corporation, all established as public entities in the State of New Mexico. This JPA amends and replaces the previous Joint Powers Agreement, dated November 15, 2021, under which the Mesilla Valley Metropolitan Planning Organization (“**MPO**”) has been operating until the effective date of this JPA.

WITNESSETH:

WHEREAS, Title 23 United States Code (“**USC**”) 134, as amended, requires that a metropolitan planning organization be designated for each urbanized area with a population of more than 50,000 population by agreement among the governor and units of general-purpose local government, which together represent at least 75 percent of the affected population; and

WHEREAS, the MPO was designated by the Governor of the State of New Mexico through declaration on February 10, 1982; and

WHEREAS, the purpose of the MPO is to ensure that current and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process throughout the Metropolitan Planning Area (“**MPA**”); and

WHEREAS, the parties agree that it is in their best interests to maintain and continue the MPO in order to conduct coordinated, continuing, and comprehensive transportation planning throughout the MPA; and

WHEREAS, the parties recognize and agree that the MPO shall be a separate and independent body from its member entities; and

WHEREAS, the parties agree that the City shall be the Fiscal Agent for the MPO; and

WHEREAS, pursuant to the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 through 11-1-7, as amended, the parties are authorized to enter into this JPA; and

WHEREAS, this JPA shall supersede and replace the parties’ Joint Powers Agreement dated November 15, 2021; and

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to the parties, the parties agree that they shall continue the MPO in accordance with the following terms:

AGREEMENT

I. SCOPE OF AGREEMENT

A. Authority: It is the intention of the parties that under the terms of this JPA the MPO shall continue to function pursuant to the authority granted by all applicable federal and state laws and regulations. The MPO is hereby granted the authority to perform all acts necessary to fulfill the purposes of this JPA.

B. Purposes: The MPO shall serve as a forum for comprehensive, continuing, and cooperative decision-making in transportation-related matters between the parties and among other federal and state agencies. The MPO shall also assist other governmental agencies and the public by providing transportation-related information and data gathered by the MPO.

II. EFFECTIVE DATE, WITHDRAWAL, AND TERMINATION

A. Effective Date: This JPA becomes effective upon the signature of all parties. The effective date is the date the last party signed the JPA on the signature page below, and once it has been approved by the New Mexico Department of Financial Affairs. This JPA shall automatically renew each year, subject to the appropriation of funds, and until it is terminated by the parties as provided below.

B. Withdrawal: A party may withdraw from this JPA by giving the other parties one hundred twenty (120) days' written notice.

C. Termination: This JPA may be terminated by mutual agreement of any two of the three parties, as evidenced by written approval of the governing bodies or authorized officials of those two parties, and by giving ninety (90) days' written notice prior to the effective date of termination to the New Mexico Department of Transportation ("**NMDOT**") and all parties to the JPA.

III. MPO ORGANIZATIONAL STRUCTURE

A. Governing Board: The MPO is governed by the MPO Governing Board ("**Governing Board**"). The Governing Board is the recognized governing authority for the MPO and derives its authority from this JPA, the MPO Bylaws, and all applicable federal and state laws and regulations, including 23 USC 134 and 23 CFR 450.

B. Membership: The Governing Board is made up of the following ten (10) voting members:

1. Three (3) elected officials representing the City of Las Cruces,
2. Three (3) elected officials representing Doña Ana County,
3. Three (3) elected officials representing the Town of Mesilla, and
4. The New Mexico Department of Transportation District One Engineer.

Each voting member (identified above) shall be entitled to one (1) vote.

C. Ex Officio (non-voting) Members:

1. Per MPO Resolution 13-10, all sitting members of the New Mexico State Legislature who have constituents residing within the MPA are ex-officio (non-voting) members of the Governing Board.
2. Representatives or officials of the Federal Highway Administration (“FHWA”), Federal Transit Administration (“FTA”), New Mexico Department of Transportation (“NMDOT”), and other appropriate federal or state ex-officio members may be established by action of the Governing Board.

D. Executive Director:

1. An Executive Director will be employed by the Governing Board to oversee and direct the MPO’s daily operations and to ensure the MPO’s compliance with all applicable state and federal laws and regulations.
2. The MPO Executive Director shall serve as an ex-officio member of the Governing Board as Executive Secretary and also serve as staff for the MPO.

E. Fiscal Agent: The City shall be the MPO’s Fiscal Agent.

IV. FUNCTIONS OF THE MPO

A. MPO Functions: The MPO shall perform the following functions:

1. Serve as a forum for continuing, cooperative, and comprehensive decision-making on the transportation planning process and all other related matters throughout the Metropolitan Planning Area (“MPA”).
2. Develop the required work products listed in the NMDOT Planning Procedures Manual, as amended, in accordance with the most current federal laws and regulations authorizing transportation funding. For example, the following work products are required by federal law and regulation 23 USC §§ 104 and 134 and 23 CFR Part 450 and defined in the MPO Planning Process:

- a) Develop and update every five years the Metropolitan Transportation Plan (“MTP”), the long-range transportation plan for the MPA over the next twenty-five (25) years.
- b) Develop and update every four (4) years a Public Participation Plan (“PPP”) and Title VI Plan in order to outline the public involvement process in plans and studies related to the MTP.
- c) Develop and periodically update the Transportation Improvement Plan (“TIP”), which lists projects and programs with identified funding for the purpose of implementing the MTP.
- d) Develop an annual List of Obligated Projects.
- e) Develop a biennial Unified Planning Work Program (“UPWP”) with Budget; an annual Performance and Expenditure Report; and Quarterly Reports with Invoices for the purpose of setting out and reporting on the work activities of the MPO staff.
- f) Following the conclusion of each decennial census, update the MPO MPA map with a smoothed urbanized area boundary map and roadway functional classification map.
- g) Develop Transportation System Performance Measures, Targets, and Evaluation Criteria that addresses, at a minimum, the current seven National Performance Goals, or goals within the most current long-term highway authorization legislation, including, but not limited to, safety, infrastructure condition, congestion reduction, system reliability, freight movement and economic vitality, environmental sustainability, and reduced project delivery days.
- h) Undertake all other activities as the MPO may deem necessary and appropriate to carry out transportation planning activities for the MPO MPA.

V. FUNCTIONS OF THE MPO GOVERNING BOARD

A. Functions of the MPO Governing Board: The Governing Board is the policy body that is the forum designated under 23 USC § 134 with the responsibility for establishing the overall transportation policy for the MPO and for making required approvals. The Governing Board is comprised of those governmental entities and agencies identified in the original designation agreement and those entities or agencies subsequently added to the membership of the Governing Board.

B. The Governing Board is the governing body of the MPO. As such, it is responsible for the following:

1. Overseeing and ensuring the MPO's compliance with all federal and state regulations that pertain to the MPO's purposes and responsibilities.
2. Making and entering into contracts, agreements, or commitments in its own name.
3. Adopting bylaws, policies, and procedures to govern the MPO.
4. Exercise sole responsibility to hire, compensate, supervise, evaluate, and terminate the MPO Executive Director.
5. Provide planning policy direction to the MPO Executive Director.
6. The Governing Board will not be responsible for or directly involved in the MPO's daily operations, which are the responsibility of the Executive Director.

VI. FUNCTIONS OF THE MPO EXECUTIVE DIRECTOR

A. Functions of the Executive Director: The functions of the Executive Director are as follows:

1. Serve in a full-time position and shall take planning policy direction from and be accountable to the Governing Board. The Executive Director shall report to the Governing Board.
2. Oversee and direct the MPO's daily operations and exercise sole responsibility for hiring, compensating, supervising, disciplining, evaluating, and terminating MPO staff. All MPO staff and personnel shall report to the Executive Director.
3. Maintain the MPO's official documents and records.
4. Develop and oversee the preparation and completion of all transportation planning work required by state or federal law, including, but not limited to, the UPWP, MTP, PPP, the Title VI Plan, the List of Obligated Projects, and TIP.
5. Oversee and direct the MPO's daily operations.

6. Prepare and manage the MPO budget and oversee the expenditure of MPO funds as appropriated by the federal government and distributed by NMDOT in accordance with the UPWP. This includes the local match monies provided by the MPO member entities as well as any other monies provided by the State of New Mexico or MPO member entities for the MPO planning purposes beyond the match requirements.

7. Report to the Governing Board all findings of NMDOT, FHWA, or FTA audits of the MPO and shall be responsible for reporting the results of the annual Quality Assurance Review to the Governing Board.

VII. FISCAL AGENT

A. Fiscal Agent: The City shall be the Fiscal Agent for the MPO. The Fiscal Agent is responsible for providing the MPO with fiscal services and such administrative support services as timekeeping and payroll processing, human resources, information technology services and support, consulting and management services, purchasing and procurement services, and all other professional, technical, administrative, and clerical services that may be required or necessary to manage the business and affairs of the MPO and to carry out the purposes of this JPA. All expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code and all other applicable federal and state requirements.

B. Employment Benefits: All MPO employees (except for the Executive Director) shall be considered employees of the City for purposes of payroll, indemnification, and all fringe benefits, including retirement benefits, medical and life insurance, vacation, sick leave, holidays, and all other benefits usually extended to City employees. The City will also provide these benefits to the MPO Executive Director. The MPO shall reimburse the City for the costs incurred in providing these benefits to MPO staff and the Executive Director.

C. Agreement: The Fiscal Agent and the MPO shall prepare and execute a separate agreement describing the Fiscal Agent's duties and responsibilities in greater detail. In addition to this JPA, the City shall operate as the Fiscal Agent for the MPO in accordance with the separate agreement entered into by the Fiscal Agent and MPO.

VIII. FINANCIAL CONTRIBUTIONS

A. Federal Funds: The MPO shall receive federal transportation planning funds from the USDOT FHWA Section 112 funds and FTA Section 5303 funds, as administered and distributed by the NMDOT in accordance with an established allocation formula. The MPO may also apply for and receive funds from other funding sources.

B. Local Funds: The financial contribution amounts required from the parties under this JPA shall be in addition to and above the planning formula funds currently provided by the NMDOT.

C. Local Match Contribution Amounts: Each party shall contribute proportionally to the required local match for FHWA Section 112 Planning Funds based on the proportion of their population within the MPA. The population enumerated in the latest US Census shall be the population used.

1. The City shall contribute 100% of the required local match for FTA Section 5303 funds.

2. The basis of the annual financial contribution by each party to this agreement will be tied to the decennial US Census for the Section 112 fund distribution. The City, the County, and the Town shall contribute Section 112 match moneys in proportion to their population within the Mesilla Valley MPO Planning Area. If MPO operating funds need to exceed the grant amounts and local matching funds, the parties agree to maintain the same percentage splits as outlined above, or as otherwise agreed to by the parties depending on the funding source.

3. The County and the Town shall pay their portion of the MPO budget in one payment due no later than December 31. The City will pay its portion of the MPO budget quarterly in four (4) equal payments due on October 1, January 1, April 1, and July 1 of each year in accordance with the Memorandum of Agreement with the NMDOT, whereby the City is the administrative, fiscal, and operating agent of the MPO.

4. **Excess UPWP Funds:** As the UPWP is a biannual document, excess funds remaining at the end of the first fiscal year of a UPWP shall be rolled over for use during the next fiscal year. Excess funds remaining at the end of the second fiscal year of a UPWP are unable to be rolled over for use during the next fiscal year due to federal regulations.

D. Budget Procedures: The parties shall consider the budget prepared by the Executive Director and shall notify the Executive Director no later than April 30 if the entity has not included its share of the MPO budget in the preliminary budget submitted by that entity for the upcoming fiscal year. Not one of the following entities – the City, the County, or the Town shall refuse to include its share of the budget proposed by the MPO in its preliminary or final budgets if the proposed budget is equal to or less than the budget for the MPO for the previous fiscal year. Additionally, each party's governing body shall include its share of the proposed budget if all the governing bodies agree to so increase the MPO budget.

IX. LIABILITY

A. New Mexico Tort Claims Act: Nothing in this JPA is intended to nor shall be deemed to waive the rights of the parties to claim the privileges and immunities granted to them under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* ("**NMTCA**"), as amended. Furthermore, the parties intend that (1) immunity from liability for tortious conduct under the NMTCA, Section 41-4-4(A) will apply to all conduct relating to this JPA; and (2) only the waivers of immunity from liability under NMTCA, Sections 41-4-4 will apply. The MPO and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

B. Non-Waiver of Immunity: This JPA does not waive immunity from liability for the tortious conduct of any party, or the party's directors, officers, representatives, agents, and employees directly or indirectly relating to this JPA granted to them under the New Mexico Tort Claims Act, or any other applicable law or regulation. Nothing in this JPA shall be deemed or interpreted as a waiver of sovereign or governmental immunity.

C. Each party shall be responsible for fiscal or other sanctions occasioned as a result of its own violation of any requirements applicable to performing under this JPA.

X. THIRD PARTY BENEFICIARY CLAUSE

A. The parties agree that it is not intended by any of the provisions of any part of this JPA to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the JPA to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this JPA.

XI. GOVERNING LAW AND VENUE

A. Governing Law: This JPA shall be governed by and constructed in accordance with the laws of the State of New Mexico. Nothing herein shall be interpreted as a waiver of the parties' governmental privileges and immunities.

B. Venue: Venue for any action arising under this JPA shall lie exclusively in Dona Ana County, New Mexico.

XII. AMENDMENTS

A. This JPA shall not be altered, modified, changed, or amended except by written instrument executed by the parties and approved the New Mexico Department of Finance and Administration.

B. The parties may amend, modify, supplement, or renegotiate this JPA as necessary to meet changing conditions or legal requirements.

C. Legislative or Periodic Review: This JPA shall be reviewed by the Governing Board upon the adoption by Congress of legislation applicable to the MPO. Periodically, but at minimum every five (5) years, the parties shall review the JPA for necessary updates or changes. This legislative or periodic review can consist of a majority vote approval by the Governing Board that this JPA is satisfactory. At the time of review, the Governing Board may initiate an amendment review process upon a majority vote of the Board.

D. Amendment Review Process: A majority vote by the Governing Board is sufficient to trigger an amendment review process by the MPO. Additionally, FHWA, FTA, or NMDOT may submit a formal written request with proposed amendments to the Governing Board requesting an amendment review process. Amendments developed through the amendment review process must be approved by a three-fourths majority of the Governing Board. If proposed amendments receive a three-fourths majority approval by the Governing Board, those amendments must be forwarded to the MPO member entities for consideration.

XIII. SEVERABILITY OF PROVISIONS

A. If any provision of this JPA is held invalid for any reason, the invalidity shall not affect other provisions of the JPA, and the JPA can be given effect without the invalid provision, and to this end the provisions of this JPA are severable.

XIV. CONFLICT AND DISPUTE RESOLUTION

A. This section shall apply to conflicts and disputes relating to matters covered by the subject to this JPA or the parties' performance of duties and responsibilities under this JPA. The parties agree that if a conflict or dispute arises, they will work in good faith to attempt to resolve any conflict or dispute by first engaging in Level 1 of the Conflict Resolution Hierarchy described below.

B. Conflict Resolution Hierarchy: In order to resolve conflicts or disputes under this section, the parties agree to progressively follow the levels described below until all levels in the Conflict Resolution Hierarchy have been employed by the parties in good faith:

Level 1 – Party to Party or Advisory Committees: The parties to the disagreement agree to discuss the issue(s) and attempt to resolve the disagreement. This resolution can take place either party to party or at the appropriate MPO advisory committee at their next scheduled meeting, whichever is deemed more effective to achieve a speedy resolution to the conflict.

Level 2 – Governing Board: The parties to the disagreement agree to elevate the issue(s) and attempt to resolve the disagreement at the next scheduled meeting of the MPO Governing Board.

Level 3 – Parties’ Governing Bodies: The parties to the disagreement agree to discuss the issue(s) between the affected parties’ governing bodies.

Level 4 – Mediation administered by FHWA or FTA: The parties to the disagreement agree to accept a mediation process administered by FHWA or FTA as appropriate.

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____
Mayor, City of Las Cruces

ATTEST:

By: _____
Las Cruces City Clerk

APPROVED AS TO FORM:

By: _____
Las Cruces City Attorney

THE COUNTY OF DOÑA ANA, NEW MEXICO

By: _____
Chair, Doña Ana County Board of Commissioners

ATTEST:

By: _____
Doña Ana County Clerk

APPROVED AS TO FORM:

By: _____
Doña Ana County Attorney

THE TOWN OF MESILLA, NEW MEXICO

By: _____
Mayor, Town of Mesilla

ATTEST:

By: _____
Town of Mesilla Clerk

APPROVED AS TO FORM:

By: _____
Town of Mesilla Attorney

**APPROVED:
THE STATE OF NEW MEXICO,
DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: _____
Cabinet Secretary, New Mexico Department of Finance and Administration

Attachment "A"
Joint Powers Agreement
Between the City of Las Cruces, Dona Ana County, and the Town of Mesilla-
For the Governance of the Mesilla Valley Metropolitan Planning Organization
AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE GOVERNANCE OF THE
MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

~~This Joint Powers Agreement is entered into on this 15th day of November, 2021, by and between the City of Las Cruces, a municipal corporation, hereinafter referred to as "the City", the County of Dona Ana, a political subdivision, hereinafter referred to as "the County", and the Town of Mesilla, a municipal corporation, hereinafter referred to as "the Town", all established entities in the State of New Mexico. This agreement amends and replaces the previous Joint Powers Agreement between the City, County, and Town dated July 1, 2013 under which the Mesilla Valley Metropolitan Planning Organization, hereinafter referred to as "MPO", has been operating under until the effective date listed above.~~

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("JPA") is entered into by and between the City of Las Cruces ("City"), a municipal corporation, the County of Doña Ana ("County"), a political subdivision, and the Town of Mesilla ("Town"), a municipal corporation, all established as public entities in the State of New Mexico. This JPA amends and replaces the previous Joint Powers Agreement, dated November 15, 2021, under which the Mesilla Valley Metropolitan Planning Organization ("MPO") has been operating until the effective date of this JPA.

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WITNESSETH:

WHEREAS, Title 23 United States Code ("USC") 134, as amended, requires that a metropolitan planning organization be designated for each urbanized area with a population of more than 50,000 population by agreement among the governor and units of general-purpose local government, which together represent at least 75 percent of the affected population; and

WHEREAS, the Metropolitan Planning Organization (MPO) was designated by the Governor of the State of New Mexico through declaration on February 10, 1982; and

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WHEREAS, the purpose of the MPO is to ensure that current and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process throughout the Metropolitan Planning Area ("MPA"); and

WHEREAS, the parties hereto agree that it is in the best interests of the City, the County, and the Town to maintain and continue a Metropolitan Planning Organization in order to conduct coordinated, continuing, and comprehensive transportation planning; and

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WHEREAS, the parties recognize and agree that the MPO shall be a separate and independent body from its member entities; and

WHEREAS, the parties agree that the City shall be the Fiscal Agent for the MPO; and

~~WHEREAS, the MPO shall be constituted for the purpose of establishing, overseeing, and directing transportation policy and to accomplish general transportation planning for the City, the County, and the Town within the Metropolitan Planning Area; and~~

WHEREAS, pursuant to the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 through 11-1-7, ~~the City, the County, and the Town~~ the parties are explicitly authorized to enter into ~~a~~ Joint Powers Agreement, hereinafter referred to as "JPA", ~~to establish and govern a separate agency to possess and exercise common powers of the parties~~ this JPA; and

WHEREAS, this JPA shall supersede and replace the parties' Joint Powers Agreement dated November 15, 2021; and

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to ~~the City, the County, and the Town~~ the parties, ~~and the citizens thereof, the parties hereby agree as follows: the parties agree that they shall continue the MPO in accordance with the following terms:~~

(I)

~~THAT, this Joint Powers Agreement shall supersede and replace the previous Joint Powers Agreement dated July 1, 2013; and~~

(II)

~~THAT, the MPO will carry out the purpose and all duties specified in 23 CFR §450.300 and 49 U.S.C. §5303.~~

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I. ACRONYMS AND DEFINITIONS

Cooperation means that the parties involved in carrying out the transportation planning and programming processes work together to achieve a common goal or objective.

CFR- Code of Federal Regulations.

Federal Highway Administration (FHWA) -A division of the USDOT created in 1967 and authorized under Title 23 of U.S.C. to administer programs involving Federal Aid, Federal Lands, research and development, international outreach, and National Highway Institute programs.

Federal Transit Administration (FTA) -A division of the USDOT created in 1991 and authorized under Title 49 of U.S. Code to administer programs to provide financial assistance to develop new transit systems and improve, maintain, and operate existing systems.

Metropolitan Planning Area (MPA) -The geographic area determined by agreement between the MPO and the Governor, in which the metropolitan planning process is carried out.

Metropolitan Planning Organization (MPO) -Created under 23 U.S.C. §134 for the purpose of transportation planning in metropolitan planning areas above 50,000 in population.

New Mexico Department of Transportation -the New Mexico Department of Transportation, an agency of the Executive Branch of the State of New Mexico Government.

Policy Board is the recognized authority of the MPO and is governed by its adopted bylaws.

United States Department of Transportation (USDOT) - The federal Department of Transportation, an agency of the Executive Branch of the United States Government.

U.S.C. - United States Code.

I. SCOPE OF AGREEMENT

- a. **Authority:** It is the intention of the parties that under the terms of this JPA the MPO shall continue to function pursuant to the authority granted by all applicable federal and state laws and regulations. The MPO is hereby granted the authority to perform all acts necessary to fulfill the purposes of this JPA.
- b. **Purposes:** The MPO shall serve as a forum for comprehensive, continuing, and cooperative decision-making in transportation-related matters between the parties and among other federal and state agencies. The MPO shall also assist other governmental agencies and the public by providing transportation-related information and data gathered by the MPO.

II. EFFECTIVE DATE, WITHDRAWAL, AND TERMINATION

- A. **Effective Date:** This JPA becomes effective upon the signature of all parties. The effective date is the date the last party signed the JPA on the signature page below, and once it has been approved by the New Mexico Department of Financial Affairs. This JPA shall automatically renew each year, subject to the appropriation of funds, and until it is terminated by the parties as provided below.

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B. ~~Withdrawal:~~ A party may withdraw from this JPA by giving the other parties one hundred twenty (120) days' written notice.

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C. ~~Termination:~~ This JPA may be terminated by mutual agreement of any two of the three parties, as evidenced by written approval of the governing bodies or authorized officials of those two parties, and by giving ninety (90) days' written notice prior to the effective date of termination to the New Mexico Department of Transportation ("**NMDOT**") and all parties to the JPA.

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II. ORGANIZATION

- A. ~~The MPO shall consist of ten (10) voting members known as the Mesilla Valley MPO Policy Board:~~
 - 1. ~~Three (3) elected officials representing the City of Las Cruces.~~
 - 2. ~~Three (3) elected officials representing Dona Ana County.~~
 - 3. ~~Three (3) elected officials representing the Town of Mesilla~~
 - 4. ~~The District Engineer from the New Mexico Department of Transportation District One~~
 - 5. ~~Each of the representatives from the City, the County, the Town, and NMDOT shall be entitled to one (1) vote.~~
 - 6. ~~Per Mesilla Valley MPO Resolution 13-10, all sitting members of the New Mexico State Legislature who have constituents residing within the Mesilla Valley MPO MPA are ex-officio (non-voting) members of the Policy Board.~~
 - 7. ~~In addition, representatives of the Federal Highway Administration (FHWA), and other appropriate ex-officio members may be established by resolution of the Policy Board.~~

8. The MPO Officer shall serve as an ex-officio member of the Policy Board in the role of Executive Secretary in addition to serving as staff for the MPO.

III. MPO ORGANIZATIONAL STRUCTURE

A. **Governing Board:** The MPO is governed by the MPO Governing Board (“**Governing Board**”). The Governing Board is the recognized governing authority for the MPO and derives its authority from this JPA, the MPO Bylaws, and all applicable federal and state laws and regulations, including 23 USC 134 and 23 CFR 450.

B. **Membership:** The Governing Board is made up of the following ten (10) voting members:

- 1. Three (3) elected officials representing the City of Las Cruces,
- 2. Three (3) elected officials representing Doña Ana County,
- 3. Three (3) elected officials representing the Town of Mesilla, and
- 4. The New Mexico Department of Transportation District One Engineer.

Each voting member (identified above) shall be entitled to one (1) vote.

C. **Ex Officio (non-voting) Members:**

- 1. Per MPO Resolution 13-10, all sitting members of the New Mexico State Legislature who have constituents residing within the MPA are ex-officio (non-voting) members of the Governing Board.
- 2. Representatives or officials of the Federal Highway Administration (“FHWA”), Federal Transit Administration (“FTA”), New Mexico Department of Transportation (“NMDOT”), and other appropriate federal or state ex-officio members may be established by action of the Governing Board.

D. **Executive Director:**

- 1. An Executive Director will be employed by the Governing Board to oversee and direct the MPO’s daily operations and to ensure the MPO’s compliance with all applicable state and federal laws and regulations.
- 2. The MPO Executive Director shall serve as an ex-officio member of the Governing Board as Executive Secretary and also serve as staff for the MPO.

E. **Fiscal Agent:** The City shall be the MPO’s Fiscal Agent.

B. The function of the MPO shall be as follows:

IV. FUNCTIONS OF THE MPO

A. **MPO Functions:** The MPO shall perform the following functions:

- 1. Serve as a forum for cooperative decision-making on transportation-related matters, continuing, cooperative, and comprehensive decision-making on the transportation planning process and all other related matters throughout the Metropolitan Planning Area (“MPA”).

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Commented [AW1]: The MPO wishes to change the name of the “Policy Board” to the “Governing Board.” This change will be made within this document and within the MOA.

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Agenda Item #7.2.

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- ~~2. Provide policy guidance and direction to the MPO Staff and advisory committees in accordance with the transportation planning process.~~
- ~~3. Receive and act upon recommendations made to it by its established advisory committees.~~
- ~~4. Receive and consider input to the transportation planning process from the citizens of the MPA.~~
- ~~5. Determine the MPA boundaries in accordance with 23 U.S.C. §450.312.~~
- ~~6. Establish and maintain advisory committees, as needed.~~
- ~~7. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the MPA.~~

2. Develop the required work products listed in the NMDOT Planning Procedures Manual, as amended, in accordance with the most current federal laws and regulations authorizing transportation funding. For example, the following work products are required by federal law and regulation 23 USC §§ 104 and 134 and 23 CFR Part 450 and defined in the MPO Planning Process:

- a) Develop and update every five years the Metropolitan Transportation Plan ("MTP"), the long-range transportation plan for the MPA over the next twenty-five (25) years.
- b) Develop and update every four (4) years a Public Participation Plan ("PPP") and Title VI Plan in order to outline the public involvement process in plans and studies related to the MTP.
- c) Develop and periodically update the Transportation Improvement Plan ("TIP"), which lists projects and programs with identified funding for the purpose of implementing the MTP.
- d) Develop an annual List of Obligated Projects.
- e) Develop a biennial Unified Planning Work Program ("UPWP") with Budget; an annual Performance and Expenditure Report; and Quarterly Reports with Invoices for the purpose of setting out and reporting on the work activities of the MPO staff.
- f) Following the conclusion of each decennial census, update the MPO MPA map with a smoothed urbanized area boundary map and roadway functional classification map.
- g) Develop Transportation System Performance Measures, Targets, and Evaluation Criteria that addresses, at a minimum, the current seven National Performance Goals, or goals within the most current long-term highway authorization legislation, including, but not limited to, safety, infrastructure condition, congestion reduction, system reliability, freight movement and economic vitality, environmental sustainability, and reduced project delivery days.
- h) Undertake all other activities as the MPO may deem necessary and appropriate to carry out transportation planning activities for the MPO MPA.

~~C. Duties of the MPO Officer:~~

- ~~1. A distinct position of MPO Officer shall be created and maintained. The MPO Officer shall maintain official plans and records of the MPO, shall administer the daily operations of the~~

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~~MPO, have supervisory responsibility over the activities of the other members of MPO Staff, and prepare or oversee the preparation of necessary reports as required by federal regulations.~~

- ~~2. The MPO Officer shall manage the budget and expenditures of the MPO planning funds as appropriated by the federal government and distributed by NMDOT in accordance with the Unified Planning Work Program (UPWP) as approved by the Policy Board. This shall include local match monies provided by the MPO member jurisdictions as well as any monies provided by the State of New Mexico or MPO member jurisdictions for MPO planning purposes beyond the match requirements.~~
- ~~3. The MPO Officer shall be responsible for the development and update of the Metropolitan Transportation Plan (MTP), the Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP), the Public Participation Plan (PPP), the Title VI Plan, and the Annual Listing of Obligated Projects (ALOP) for review by advisory committees and approval by the Policy Board.~~
- ~~4. The MPO Officer shall be responsible for reporting to the MPO Policy Board the findings of any NMDOT, FHWA, or FTA audits of the Mesilla Valley MPO and the MPO Officer shall be responsible for reporting the results of the annual Quality Assurance Review to the MPO Policy Board.~~

V. FUNCTIONS OF THE MPO GOVERNING BOARD

A. Functions of the MPO Governing Board: The Governing Board is the policy body that is the forum designated under 23 USC § 134 with the responsibility for establishing the overall transportation policy for the MPO and for making required approvals. The Governing Board is comprised of those governmental entities and agencies identified in the original designation agreement and those entities or agencies subsequently added to the membership of the Governing Board.

B. The Governing Board is the governing body of the MPO. As such, it is responsible for the following:

1. Overseeing and ensuring the MPO's compliance with all federal and state regulations that pertain to the MPO's purposes and responsibilities.
2. Making and entering into contracts, agreements, or commitments in its own name.
3. Adopting bylaws, policies, and procedures to govern the MPO.
4. Exercise sole responsibility to hire, compensate, supervise, evaluate, and terminate the MPO Executive Director.
5. Provide planning policy direction to the MPO Executive Director.
6. The Governing Board will not be responsible for or directly involved in the MPO's daily operations, which are the responsibility of the Executive Director.

VI. FUNCTIONS OF THE MPO EXECUTIVE DIRECTOR

A. Functions of the Executive Director: The functions of the Executive Director are as follows:

1. Serve in a full-time position and shall take planning policy direction from and be accountable to the Governing Board. The Executive Director shall report to the Governing Board.

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- 2. Oversee and direct the MPO's daily operations and exercise sole responsibility for hiring, compensating, supervising, disciplining, evaluating, and terminating MPO staff. All MPO staff and personnel shall report to the Executive Director.
- 3. Maintain the MPO's official documents and records.
- 4. Develop and oversee the preparation and completion of all transportation planning work required by state or federal law, including, but not limited to, the UPWP, MTP, PPP, the Title VI Plan, the List of Obligated Projects, and TIP.
- 5. Oversee and direct the MPO's daily operations.
- 6. Prepare and manage the MPO budget and oversee the expenditure of MPO funds as appropriated by the federal government and distributed by NMDOT in accordance with the UPWP. This includes the local match monies provided by the MPO member entities as well as any other monies provided by the State of New Mexico or MPO member entities for the MPO planning purposes beyond the match requirements.
- 7. Report to the Governing Board all findings of NMDOT, FHWA, or FTA audits of the MPO and shall be responsible for reporting the results of the annual Quality Assurance Review to the Governing Board.

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VII. FISCAL AGENT

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A. Fiscal Agent: The City shall be the Fiscal Agent for the MPO. The Fiscal Agent is responsible for providing the MPO with fiscal services and such administrative support services as timekeeping and payroll processing, human resources, information technology services and support, consulting and management services, purchasing and procurement services, and all other professional, technical, administrative, and clerical services that may be required or necessary to manage the business and affairs of the MPO and to carry out the purposes of this JPA. All expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code and all other applicable federal and state requirements.

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B. Employment Benefits: All MPO employees (except for the Executive Director) shall be considered employees of the City for purposes of payroll, indemnification, and all fringe benefits, including retirement benefits, medical and life insurance, vacation, sick leave, holidays, and all other benefits usually extended to City employees. The City will also provide these benefits to the MPO Executive Director. The MPO shall reimburse the City for the costs incurred in providing these benefits to MPO staff and the Executive Director.

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C. Agreement: The Fiscal Agent and the MPO shall prepare and execute a separate agreement describing the Fiscal Agent's duties and responsibilities in greater detail. In addition to this JPA, the City shall operate as the Fiscal Agent for the MPO in accordance with the separate agreement entered into by the Fiscal Agent and MPO.

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III. FINANCIAL CONTRIBUTIONS

The MPO shall receive federal transportation planning funds from the USDOT FHWA Section 112 funds and FTA Section 5303 funds, as administered and distributed by the NMDOT in accordance with an

~~established allocation formula. The financial contribution amounts required from the parties under this JPA shall be in addition to and above the planning formula funds currently provided by the NMDOT.~~

~~A. Contribution Amounts~~

- ~~1. The City, the County, and the Town shall contribute proportionally to the required local match for Section 112 Planning Funds based on their proportion of their population within the MPA. The population enumerated in the latest US Census shall be the population used.~~
- ~~2. The City shall contribute 100% of the required local match for Section 5303 funds.~~
- ~~3. The basis of the annual financial contribution by each party to this agreement will be tied to the decennial US Census for the Section 112 fund distribution. The City, the County, and the Town shall contribute Section 112 match moneys in proportion to their population within the Mesilla Valley MPO Planning Area. In the event that MPO operating funds need to exceed the grant amounts and local matching funds, the parties agree to maintain the same percentage splits as outlined above.~~

~~B. Budget Procedures~~

~~The City, the County, and the Town shall consider the budget prepared by the MPO Officer and shall notify the MPO Officer no later than April 30 if the entity has not included its share of the MPO budget in the preliminary budget submitted by that entity for the upcoming fiscal year. Not one of the following entities – the City, the County, or the Town shall refuse to include its share of the budget proposed by the MPO in its preliminary or final budgets if the proposed budget is equal to or less than the budget for the MPO for the previous fiscal year. Additionally, each governing body shall include its share of the proposed budget if all the governing bodies agree to so increase the MPO budget.~~

~~C. Local Match Contributions~~

~~The County and the Town shall pay their portion of the MPO budget in one payment due no later than December 31. The City will pay its portion of the MPO budget quarterly in four (4) equal payments due on October 1, January 1, April 1, and July 1 of each year in accordance with the Memorandum of Agreement with the NMDOT, whereby the City is the administrative, fiscal, and operating agent of the MPO.~~

~~D. Use of Excess Funds~~

~~As the UPWP is a biannual document, excess funds remaining at the end of the first fiscal year of a UPWP shall be rolled over for use during the next fiscal year. Excess funds remaining at the end of the second year of a UPWP are unable to be rolled over for use during the next fiscal year due to federal regulations.~~

VIII. FINANCIAL CONTRIBUTIONS

A. Federal Funds: The MPO shall receive federal transportation planning funds from the USDOT FHWA Section 112 funds and FTA Section 5303 funds, as administered and distributed by the NMDOT in accordance with an established allocation formula. The MPO may also apply for and receive funds from other funding sources.

B. Local Funds: The financial contribution amounts required from the parties under this JPA shall be in addition to and above the planning formula funds currently provided by the NMDOT.

C. Local Match Contribution Amounts: Each party shall contribute proportionally to the required local match for FHWA Section 112 Planning Funds based on the proportion of their population

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within the MPA. The population enumerated in the latest US Census shall be the population used.

1. The City shall contribute 100% of the required local match for FTA Section 5303 funds.

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2. The basis of the annual financial contribution by each party to this agreement will be tied to the decennial US Census for the Section 112 fund distribution. The City, the County, and the Town shall contribute Section 112 match moneys in proportion to their population within the Mesilla Valley MPO Planning Area. If MPO operating funds need to exceed the grant amounts and local matching funds, the parties agree to maintain the same percentage splits as outlined above, or as otherwise agreed to by the parties depending on the funding source.

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3. The County and the Town shall pay their portion of the MPO budget in one payment due no later than December 31. The City will pay its portion of the MPO budget quarterly in four (4) equal payments due on October 1, January 1, April 1, and July 1 of each year in accordance with the Memorandum of Agreement with the NMDOT, whereby the City is the administrative, fiscal, and operating agent of the MPO.

4. **Excess UPWP Funds:** As the UPWP is a biannual document, excess funds remaining at the end of the first fiscal year of a UPWP shall be rolled over for use during the next fiscal year. Excess funds remaining at the end of the second fiscal year of a UPWP are unable to be rolled over for use during the next fiscal year due to federal regulations.

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D. **Budget Procedures.** The parties shall consider the budget prepared by the Executive Director and shall notify the Executive Director no later than April 30 if the entity has not included its share of the MPO budget in the preliminary budget submitted by that entity for the upcoming fiscal year. Not one of the following entities – the City, the County, or the Town shall refuse to include its share of the budget proposed by the MPO in its preliminary or final budgets if the proposed budget is equal to or less than the budget for the MPO for the previous fiscal year. Additionally, each party's governing body shall include its share of the proposed budget if all the governing bodies agree to so increase the MPO budget.

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IV. FISCAL AGENT

~~The City shall operate as the fiscal agent for the MPO in accordance with an approved Memorandum of Agreement (MOA). The duties of the fiscal agent shall be as follows:~~

~~A. Financial Operations~~

~~1. The fiscal agent shall bill and collect all revenues from the parties of this agreement for the MPO at the times and in the amounts as determined through the procedures in Article III herein.~~

- ~~2.—The fiscal agent will maintain separate accounting designated specifically for the MPO—
revenue and operation accounts and related budgets.~~
- ~~3.—The fiscal agent shall make all revenue or budget transfers and all disbursements for the
MPO.~~
- ~~4.—The fiscal agent will be responsible for preparing financial reports by the dates outlined in
the NMDOT Planning Procedures Manual (PPM) for the required MPO Reimbursement
Packets on a quarterly basis, which the MPO Officer will submit to NMDOT. The fiscal agent
will be responsible for preparing any other financial reports on an as-needed basis.~~
- ~~5.—The fiscal agent shall strictly account for all receipts and disbursements made pursuant to
this JPA, in accordance with the City of Las Cruces Procurement Code, and all other
applicable laws and regulations. Additionally, the MPO Officer shall also maintain records of
all receipts and disbursements.~~
- ~~6.—The fiscal agent will provide procurement services for the MPO in accordance with the City
of Las Cruces Procurement Code, consistent with New Mexico law.~~
- ~~7.—The City of Las Cruces Legal Department shall serve as legal counsel for the MPO.~~

~~B.—Personnel Administration~~

- ~~1.—The Policy Board shall participate in the designation of the MPO Officer. The specifics of the
process used to make this designation will be carried out in accordance with an approved
Memorandum of Agreement (MOA) between the Mesilla Valley MPO and the City of Las
Cruces in its role as fiscal agent.~~
- ~~2.—The Policy Board shall participate in the evaluation of the performance of the MPO Officer.
How this participation will be carried out shall be specified in the above referenced MOA
between the Mesilla Valley MPO and the City of Las Cruces.~~
- ~~3.—All MPO employees will be employees of the City.~~
- ~~4.—The City as fiscal agent will house all personnel files of MPO employees, and MPO Staff shall
be responsible for providing updates to personnel documentation to the City to maintain
said personnel files.~~
- ~~5.—The City as fiscal agent will provide human resource services, including payroll, for MPO
employees.~~
- ~~6.—Benefits and all policy matters related to personnel shall be provided by and governed by
the City as fiscal agent.~~

~~C.—Compensation~~

~~The City may seek reimbursement for fiscal agent costs through the MOA.~~

~~V.—NEW MEXICO TORT CLAIMS ACT~~

~~As between the parties hereto, each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. 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 as a result of the other party's acts or omissions in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The MPO and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.~~

JX. LIABILITY

A. New Mexico Tort Claims Act: ~~Nothing in this JPA is intended to nor shall be deemed to waive the rights of the parties to claim the privileges and immunities granted to them under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. ("NMTCA"), as amended. Furthermore, the parties intend that (1) immunity from liability for tortious conduct under the NMTCA, Section 41-4-4(A) will apply to all conduct relating to this JPA; and (2) only the waivers of immunity from liability under NMTCA, Sections 41-4-4 will apply. The MPO and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.~~

B. Non-Waiver of Immunity: ~~This JPA does not waive immunity from liability for the tortious conduct of any party, or the party's directors, officers, representatives, agents, and employees directly or indirectly relating to this JPA granted to them under the New Mexico Tort Claims Act, or any other applicable law or regulation. Nothing in this JPA shall be deemed or interpreted as a waiver of sovereign or governmental immunity.~~

C. ~~Each party shall be responsible for fiscal or other sanctions occasioned as a result of its own violation of any requirements applicable to performing under this JPA.~~

VI. THIRD PARTY BENEFICIARY CLAUSE

~~It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.~~

X. THIRD PARTY BENEFICIARY CLAUSE

A. ~~The parties agree that it is not intended by any of the provisions of any part of this JPA to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the JPA to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this JPA.~~

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~~VII. APPLICABLE LAW~~

~~The Laws of the State of New Mexico shall govern this Agreement.~~

~~XI. GOVERNING LAW AND VENUE~~

~~A. **Governing Law:** This JPA shall be governed by and constructed in accordance with the laws of the State of New Mexico. Nothing herein shall be interpreted as a waiver of the parties' governmental privileges and immunities.~~

~~B. **Venue:** Venue for any action arising under this JPA shall lie exclusively in Dona Ana County, New Mexico.~~

~~XII. AMENDMENTS~~

~~A. This JPA shall not be altered, modified, changed, or amended except by written instrument executed by the parties and approved the New Mexico Department of Finance and Administration.~~

~~B. The parties may amend, modify, supplement, or renegotiate this JPA as necessary to meet changing conditions or legal requirements.~~

~~C. **Legislative or Periodic Review:** This JPA shall be reviewed by the Governing Board upon the adoption by Congress of legislation applicable to the MPO. Periodically, but at minimum every five (5) years, the parties shall review the JPA for necessary updates or changes. This legislative or periodic review can consist of a majority vote approval by the Governing Board that this JPA is satisfactory. At the time of review, the Governing Board may initiate an amendment review process upon a majority vote of the Board.~~

~~D. **Amendment Review Process:** A majority vote by the Governing Board is sufficient to trigger an amendment review process by the MPO. Additionally, FHWA, FTA, or NMDOT may submit a formal written request with proposed amendments to the Governing Board requesting an amendment review process. Amendments developed through the amendment review process must be approved by a three-fourths majority of the Governing Board. If proposed amendments receive a three-fourths majority approval by the Governing Board, those amendments must be forwarded to the MPO member entities for consideration.~~

~~VIII. SCOPE OF THE AGREEMENT~~

~~This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.~~

~~IX. EFFECTIVE DATE, AMENDMENTS, AND TERM~~

~~This Agreement shall not be effective until approved by the Board of County Commissioners for Dona Ana County, the City Council for the City of Las Cruces, the Board of Trustees for the Town of Mesilla, and the Department of Finance and Administration of the State of New Mexico. This Agreement cannot be amended except in writing signed by the Parties to this JPA and approved by the Department of Finance and Administration.~~

~~The term of this Agreement shall extend from the first of the month following this adoption and this Agreement shall be perpetual unless terminated or amended as hereinafter provided.~~

~~This Agreement supersedes all previous Joint Powers Agreements or other agreements or parts of other agreements which establish parameters for the operation of the Mesilla Valley Metropolitan Planning Organization.~~

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A. Termination

By mutual agreement, the parties hereto may terminate this Agreement by giving written notice at least ninety (90) days prior to the effective date of termination.

B. Modification

This agreement may be supplemented or renegotiated as necessary to meet changing conditions as recommended by the Policy Board, NMDOT, FHWA, or FTA.

A majority vote by the MPO Policy Board is sufficient to trigger an amendment review process by the MPO. Additionally, FHWA, FTA, or NMDOT may submit a formal written request with proposed amendments to the MPO Policy Board requesting an amendment review process. Amendments developed through the amendment review process must be approved by a three-fourths majority of the MPO Policy Board. If proposed amendments receive a three-fourths majority approval by the MPO Policy Board, those amendments must be forwarded to the MPO member jurisdictions for consideration.

C. Review

This Agreement shall be reviewed by the Policy Board upon the adoption of a new transportation authorization bill by Congress. At minimum, this Agreement will be reviewed by the Policy Board every five years if no transportation authorization bill is passed in that time. This review can consist of a majority vote approval by the Policy Board if the consensus of the Policy Board is that this agreement is functioning satisfactorily and effectively. At time of review the Policy Board may initiate an amendment review process upon a majority vote of the Board.

X. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and such remainder would constitute the JPA and the MPO would continue to operate under the remaining provisions, unless the provision held invalid was such as to make the fulfillment of the purpose of this JPA impossible or impracticable.

XIII. SEVERABILITY OF PROVISIONS

A. If any provision of this JPA is held invalid for any reason, the invalidity shall not affect other provisions of the JPA, and the JPA can be given effect without the invalid provision, and to this end the provisions of this JPA are severable.

XIV.CONFLICT RESOLUTION. CONFLICT AND DISPUTE RESOLUTION

XI.

In the event of a disagreement between the parties with respect to the duties or processes of metropolitan transportation planning, it is agreed that the parties will work in good faith to resolve any disagreements at the lowest possible level. If a disagreement cannot be resolved at the lowest possible level, the hereinafter Conflict Resolution Hierarchy will be followed. If other agencies are involved, personnel from equivalent organizational levels will be included in the conflict resolution process.

A. This section shall apply to conflicts and disputes relating to matters covered by the subject to this JPA or the parties' performance of duties and responsibilities under this JPA. The parties agree that if a conflict or dispute arises, they will work in good faith to attempt to resolve any conflict or dispute by first engaging in Level 1 of the Conflict Resolution Hierarchy described below.

B. Conflict Resolution Hierarchy: In order to resolve conflicts or disputes under this section,

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Agenda Item #7.2.

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the parties agree to progressively follow the levels described below until all levels in the Conflict Resolution Hierarchy have been employed by the parties in good faith:

Level 1- Party to Party or Advisory Committees

The parties to the disagreement agree to discuss the issue(s) and attempt to resolve the disagreement. This resolution can take place either party to party or at the appropriate MPO advisory committee at their next scheduled meeting, whichever is deemed more effective to achieve a speedy resolution to the conflict.

Level 2 - Policy Board

The parties to the disagreement agree to elevate the issue(s) and attempt to resolve the disagreement at the next scheduled meeting of the MPO Policy Board.

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Level 3 - Parties' Governing Bodies

The parties to the disagreement agree to discuss the issue(s) between the affected parties' governing bodies.

Level 4 - Mediation administered by FHWA or FTA

The parties to the disagreement agree to accept a mediation process administered by FHWA or FTA as appropriate.

~~THIS JOINT POWERS AGREEMENT was approved by the City Council of the City of Las Cruces on November 15, 2021.~~

~~THIS JOINT POWERS AGREEMENT was approved by the Board of Commissioners of Dona Ana County on November 9, 2021.~~

~~THIS JOINT POWERS AGREEMENT was approved by the Board of Trustees of the Town of Mesilla on October 25, 2021.~~

~~IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:~~

THE CITY OF LAS CRUCES, NEW MEXICO



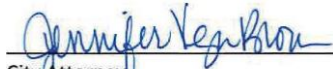
Mayor, City of Las Cruces

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney



25-062

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:	November 18, 2024
Drafter:	Andrew Wray	Department:	Community Development
Program:	Metropolitan Planning Organization	Line of Business:	Metropolitan Planning Organization
Title:	A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT DEFINING THE ROLES AND RESPONSIBILITIES OF THE CITY OF LAS CRUCES AND THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION.		

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

PURPOSE(S) OF ACTION:
To approve the Memorandum of Agreement between the City of Las Cruces and the Mesilla Valley Metropolitan Planning Organization.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Mesilla Valley Metropolitan Planning Organization (MPO) has served as the MPO for central Dona Aña County since February 10, 1982 and the City of Las Cruces has been a member of the MPO since that date. The MPO has historically existed as an organic part of the City of Las Cruces. The City of Las Cruces has determined to separate the MPO from the rest of the City government. While the MPO will administratively separate from the City, the City of Las Cruces will remain as the fiscal agent for the Mesilla Valley MPO. A Memorandum of Agreement (MOA) must be established between the parties to implement the necessary fiscal agent relationship. The MPO Policy Board approved the MOA at their October 9 meeting.

SUPPORT INFORMATION:
[ExhibitA-MOA_MPO_FinalDraft](#)

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

Agenda Item #7.3.

Does this action align with Elevate Las Cruces?

☐ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Memorandum of Agreement.
2. Vote "No"; this will not approve the Memorandum of Agreement.
3. Vote to "Amend"; this will return the Memorandum of Agreement to the MPO Policy Board with amendments.
4. Vote to "Table"; this will postpone consideration of the Memorandum of Agreement.

RESOLUTION 25-062

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT DEFINING THE ROLES AND RESPONSIBILITIES OF THE CITY OF LAS CRUCES AND THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION.

The City Council is informed that:

WHEREAS, on February 10, 1982 the Governor of the State of New Mexico designated the Las Cruces Metropolitan Planning Organization to carry out the Federal planning requirements of 23 CFR 450.300 and 49 USC 5303; and

WHEREAS, the Joint Powers Agreement of 2013 renamed the Las Cruces Metropolitan Planning Organization to be the Mesilla Valley Metropolitan Planning Organization; and

WHEREAS, the MPO has been operating under the current Joint Powers Agreement (JPA) between the City of Las Cruces ("City"), Doña Ana County ("County"), and the Town of Mesilla ("Town") since 2021; and

WHEREAS, in 2022 the City of Las Cruces requested that the MPO undertake a process to administratively separate from the City organization; and

WHEREAS, since that time the MPO has been working on implementing the requested separation, including the adoption of a revised and restated JPA; and

WHEREAS, the City of Las Cruces will continue to be the fiscal agent for the Mesilla Valley MPO; and

WHEREAS, an essential component of the separation is the creation of a Memorandum of Agreement to define the fiscal agent relationship between the City of Las Cruces and the Mesilla Valley MPO; and

WHEREAS, the attached Memorandum of Agreement provides all necessary provisions to establish the fiscal agent relationship between the MPO and the City of Las Cruces; and

WHEREAS, the MPO Policy Board approved the Memorandum of Agreement at their October 9 meeting.

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

(I)

THAT the Memorandum of Agreement defining the roles and responsibilities of the City of Las Cruces and the Mesilla Valley Metropolitan Planning Organization, attached as Exhibit "A", 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

Exhibit “A”
MEMORANDUM OF AGREEMENT
DEFINING THE ROLES AND RESPONSIBILITIES OF THE CITY OF LAS CRUCES AND
THE MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

This Memorandum of Agreement (“**MOA**”) is entered into between the City of Las Cruces (“**City**” or “**Fiscal Agent**”), a State of New Mexico home rule municipality, and the Mesilla Valley Metropolitan Planning Organization (“**MPO**”), a federally-mandated, state-designated public agency charged with fulfilling the federal transportation planning requirements of 23 CFR 450.300 and 49 USC 5303 in the Mesilla Valley Metropolitan Planning Area in Central Doña Ana County, New Mexico.

WITNESSETH

WHEREAS, THE Las Cruces Metropolitan Planning Organization was designated by the Governor of the State of New Mexico through a declaration on February 10, 1982; and

WHEREAS, the Las Cruces Metropolitan Planning Organization was renamed to be the Mesilla Valley Metropolitan Planning Organization (“**MPO**”) via the Joint Powers Agreement of 2013; and

WHEREAS, the MPO Governing Board (“**Governing Board**”) is the policy-making body responsible for governing the actions of the MPO; and

WHEREAS, the MPO and the City, along with Doña Ana County, and the Town of Mesilla, are parties to the Amended and Restated Joint Powers Agreement, dated _____ 2024 (“**2024 JPA**”), whereby the parties agreed that the MPO should continue to serve as the designated MPO for the Mesilla Valley Planning Area; and

WHEREAS, in accordance with the 2024 Joint Powers Agreement (JPA), the City has been designated as the Fiscal Agent for the MPO; and

WHEREAS, the City and the MPO now desire to more fully determine and describe their duties and responsibilities under the 2024 JPA with respect to each other, including the City’s duties and responsibilities as Fiscal Agent to the MPO.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to the parties, the parties agree as follows:

AGREEMENT

I. PURPOSE

- A. The purpose of this MOA is to more fully determine and describe the parties’ duties and responsibilities under the 2024 JPA by cooperatively determining and establishing

the City's role as the Fiscal Agent for the MPO. As Fiscal Agent the City shall enable and assist the MPO to effectively carry out the federal transportation planning requirements of 23 CFR 450.300 and 49 USC 5303.

II. TERM AND TERMINATION

- A. This MOA becomes effective upon the signature of all parties. The effective date is the date the last party signed the MOA on the signature page. The term of this MOA shall automatically be renewed each year unless canceled as provided herein.
- B. This MOA may be terminated by the mutual consent of the parties with at least ninety (90) days written notice to all other parties to the Agreement.
- C. Upon delivery of the written notice, neither party may nullify its obligations already incurred for performance or failure to perform prior to the written date of termination.
- D. Upon the termination of this MOA, for whatever reason, the MPO may pursue the appointment of another fiscal agent.

III. POWERS, DUTIES, AND RESPONSIBILITIES OF MPO GOVERNING BOARD

- A. In accordance with all applicable laws, regulations, and bylaws, the Governing Board will:
 - 1. Review and, if appropriate, adopt the Fiscal Agent's policies, procedures, guidelines, manuals, and handbooks that are determined by the Governing Board to be necessary to carrying out the purpose of this MOA and the 2024 JPA.
 - 2. Take all other appropriate actions deemed necessary or beneficial to performing its duties as the governing body of the MPO.
 - 3. Other Powers, Duties, and Responsibilities of the MPO Governing Board are covered in the 2024 JPA.

IV. POWERS, DUTIES, AND RESPONSIBILITIES OF MPO EXECUTIVE DIRECTOR

- A. In accordance with all applicable laws, regulations, and bylaws, the Executive Director will:
 - 1. Assist the Fiscal Agent in carrying out its duties and responsibilities under this MOA and the 2024 JPA, which includes, but is not limited to, dedicating MPO staff time for interactions with the Fiscal Agent's departments that provide services to the MPO.

2. Review and, if appropriate, act to comply with Fiscal Agent's regular budget cycles following the procedures and submittal deadlines established by the Fiscal Agent.
3. Ensure that the MPO shall comply with the Fiscal Agent's Procurement Code and the Purchase Card Manual.
4. Take all other appropriate actions deemed necessary or beneficial to performing their duties as the Executive Director.
5. Arrange for the MPO to budget and pay for access to the City's designated training system to obtain training and permission access to the City's training programs.
6. Other Powers, Duties, and Responsibilities of the MPO Executive Director are covered in the 2024 JPA.

V. POWERS, DUTIES, AND RESPONSIBILITIES OF FISCAL AGENT

- A. In accordance with all applicable laws, regulations, and bylaws, the Fiscal Agent will provide the following financial services:
1. Maintain fiscal records in accordance with generally accepted accounting principles and procedures.
 2. Maintain a uniform system of accounts, consistent with the current City account structures with additional accounts, as necessary.
 3. Provide procurement support and services to the MPO; however the final selection of vendors and consultants will be the responsibility of the MPO.
 4. Provide support to the State and serve as the MPO's Chief Purchasing Officer (CPO).
 5. Administrate and coordinate the MPO's purchase card program to ensure compliance with the Fiscal Agent's purchase card program policies.
 6. Timely process the MPO's approved payments to contractors and/or vendors and/or operators in accordance with contract obligations and in compliance with the Fiscal Agent's work processes and requirements.
 7. Provide accountability of all disbursements and advise the MPO regarding disbursements that need correction or additional information based on information provided by the MPO.
 8. Record accounts receivable in general ledger account based on the information provided by the MPO.
 9. Prepare unaudited quarterly financial reports for the MPO to submit to the New Mexico Department of Transportation for reimbursement to the Fiscal Agent for MPO costs.
 10. Provide budget forms and support to the MPO for annual and mid-year budget preparation and review.
 11. Record and tag the MPO's fixed assets in the City's Enterprise Resource Planning system in accordance with the City's Capital Policy.

12. Conduct biennial physical inventory of the MPO's fixed assets and record an inventory report, certified by the MPO, in accordance with the NM State Audit Rule.
13. Bill and collect the MPO match monies from the City of Las Cruces, Doña Ana County, and the Town of Mesilla.
14. Review and post all revenue or budget adjustments for the MPO as directed by the Executive Director or their designee consistent with the authority granted by the Board.
15. Provide training for permissions and use of Fiscal Agent's financial modules of the Enterprise Resource Planning system as provided for the Fiscal Agent's employees utilizing methods determined by the Fiscal Agent.
16. Cooperate with and provide any necessary documentation for any audits performed by the State of New Mexico or Federal Government on the MPO.
17. Comply with the single audit requirements per 2 CFR 200.501 and the State of New Mexico Department of Justice requirements.

B. The Fiscal Agent will provide the following human resources services to the MPO:

1. Provide MPO employees access to benefits administration and enrollment opportunities for the Fiscal Agent's insurance, to include only the following: employee health, dental, vision, and life insurance plans, as provided for City employees utilizing forms and methods determined by the Fiscal Agent.
2. Provide applicable onboarding of newly hired employees.
3. The Fiscal Agent shall house all personnel files of MPO employees. The Executive Director shall be responsible for providing updated personnel documentation to the Fiscal Agent to maintain said files.
4. The Fiscal Agent shall provide human resource in-processing and maintenance for MPO employees' payroll system based upon the payroll data provided by the Executive Director.
5. Human Resources will conduct and record applicable pre-employment screening to include background checks and drug testing.
6. Maintain payroll records based on data entry performed by the MPO, withholding deposits, payroll taxes, and other information.
7. Make payments on behalf of the MPO and its employees for all state and federal taxes associated with the operations of the MPO, including but not limited to, income taxes and other withholdings provided for employees.
8. Issue bi-weekly payroll through direct deposits or other methods determined by the Fiscal Agent.
9. Make payments on behalf of the MPO for employees and employer's contributions to employee benefit plans, to include the Public Employee Retirement Association (PERA).
10. Comply with all state and federal reporting and payment requirements. Perform payroll payments using City software programs. No special software accommodations for changes will be provided. Although these services are to

be provided using standard City forms and checks, it is understood that the checks and payments issued hereunder are issued on behalf of the MPO and not the City.

11. Provide training for permissions and use of the Fiscal Agent's Human Capital Management modules of the Enterprise Resource Planning system as provided for the Fiscal Agent's employees utilizing methods determined by the Fiscal Agent.

C. The Fiscal Agent will provide the following risk management services to the MPO:

1. Administration of a risk management program, to include pre-employment testing, random testing, post-accident testing, and reasonable suspicion testing.

D. The Fiscal Agent will provide the following information technology services to the MPO:

1. Purchasing standards for all computers.
2. Information Technology Policies.
3. Network support for all computer systems that are compliant with the Fiscal Agent's technology standards.
4. Provide remote support and maintenance of computers that are part of the Fiscal Agent's active directory domain and are compliant with the Fiscal Agent's technology standards.
5. Provide remote support and maintenance of city-approved software for computers that are part of the Fiscal Agent's active directory domain.
6. Supply, support, and maintain phones directly connected to the Fiscal Agent's phone system.
7. Support and maintain fiber optics cabling and/or microwave systems that are used to connect to the Fiscal Agent's network.
8. Provide technology governance through the software acquisition process for software used on the City's network.
9. Provide end user licensing for network access, computer operating systems, information security software, and the Fiscal Agent's office productivity suite.
10. Provide end user account and administrative support for the Fiscal Agent's Enterprise Resource Planning system.
11. Provide training to comply with the Fiscal Agent's cyber security training requirements as provided for City employees utilizing methods determined by the Fiscal Agent.

E. The Fiscal Agent will provide the following fleet services to the MPO:

1. Procurement of vehicles, including acquisition of asset tags and state license plates.

2. Repair, maintenance, and maintenance log of work performed.
- F. The Fiscal Agent reserves the right to audit MPO activities related to City policies adopted by the MPO. The results of those audits must be shared with the New Mexico Department of Transportation's Multimodal Planning & Programs Bureau and the New Mexico Department of Transportation's Transit Bureau.

VI. SERVICES NOT PROVIDED BY FISCAL AGENT

- A. The Fiscal Agent will not be responsible for providing the following services to the MPO:
1. Training services not described in this MOA or the 2024 JPA.
 2. Benefits, programs, or services to MPO employees not described in this MOA or the 2024 JPA.
 3. Legal services, to include, but not limited to, representation in threatened or ongoing litigation, legal advice, procurement review, contract review, and/or revision, or representation in any administrative adjudicatory hearing. There shall be no Attorney-Client relationship between the City Attorney and the MPO.
 4. Employee assistance and wellness programs, and EEO and ADA services determined by Fiscal Agent to be available only to City employees.
 5. Operation or maintenance for MPO office facilities, when those office facilities are not owned or operated by the Fiscal Agent.

VII. COMPENSATION

- A. The Fiscal Agent requests that its compensation for services provided to the MPO be a fixed amount to be determined annual by the Fiscal Agent (the "Fiscal Agent Fee"). Therefore, the Fiscal Agent and the MPO agree to the following:
1. The Fiscal Agent will provide notice to the MPO of the proposed amount of the Fiscal Agent Fee no later than January 31 of each year; and
 2. The proposed Fiscal Agent Fee will not go into effect until it has been reviewed and approved by the MPO Governing Board; and
 3. The MPO must provide written notice to the Fiscal Agent, no later than sixty (60) days after the Fiscal Agent delivers written notice of the proposed Fiscal Agent Fee, of its decision to approve or reject the Fiscal Agent Fee; and
 4. The Fiscal Agent Fee must comply with all applicable state and federal laws and regulations.
- B. The Fiscal Agent and MPO further agree that if the Fiscal Agent fails to deliver written notice of the proposed Fiscal Agent Fee by January 31 the Fiscal Agent Fee will remain unchanged for the next fiscal year, unless the parties agree in writing otherwise.

VIII. TORT CLAIMS ACT

- A. The parties and their “public employees” as defined in the New Mexico Tort Claims Act, NMSA 1978, 41-4-1, et seq., do not waive sovereign immunity or any defense or limitation of liability pursuant to law. No provision of this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

IX. STATUS OF FISCAL AGENT AND MPO

- A. The Fiscal Agent and MPO are separate legal entities. The Fiscal Agent’s agents and employees are not employees or agents of the MPO. The MPO’s agents and employees are not employees or agents of the Fiscal Agent. No powers of the MPO, expressed or implied, shall be granted to the Fiscal Agent on behalf of the MPO, excepting those set for herein. In any event, the City’s role as Fiscal Agent for the MPO shall be limited to those purposes consistent with the 2024 JPA, this MOA, and all applicable state and federal laws and regulations.

X. MPO ASSETS

- A. All assets of the MPO, whether real or personal property, including those that may be transferred to it by MPO member entities, shall be owned by the MPO.

XI. THIRD PARTY BENEFICIARIES

- A. The parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Fiscal Agent and the MPO. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

XII. LIABILITY

- A. Upon the effective date of this MOA, and only after the date and time of the last signature to this MOA, the MPO will be solely responsible for all liabilities related to their premises and the actions of their officers, members, and employees while within the course and scope of their employment or operation.
- B. The Fiscal Agent will be solely responsible for any claim, action, lawsuit, liability, loss, injury, or damage asserted against the MPO arising from any error, omission, criminal act, or negligent act that occurred prior to the effective date and time of this MOA.
- C. Notwithstanding the foregoing, nothing in this MOA shall be construed as a waiver by the Fiscal Agent or the MPO, or of their respective employees, of its statutory

immunity or limitations of liability to include, but not be limited to, those provisions set forth in the New Mexico Tort Claims Act.

XIII. INSURANCE

- A. The MPO shall procure and maintain for the duration of this MOA insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of their work or the work of their agents, representatives, employees, and subcontractors. The minimum scope and limit of insurance shall be at least as broad as the Tort Claim Act of New Mexico.
- B. Coverage should include the following:
 - 1. Commercial General Liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate limit. Coverage must include Premise and Operations, Products and Completed Operation and Personal and Advertising Injury. Coverage must be on an occurrence form. The City of Las Cruces, Doña Ana County, and the Town of Mesilla must be additional insureds. Waiver of Subrogation must be provided. Coverage must be primary and non-contributory.
 - 2. Commercial Auto Liability of not less than \$1,000,000 combined single limit. Coverage must be for "Any Auto, or Owned Autos, Hired Autos, and Non-Owned Autos.
 - 3. Workers Compensation Coverage at Statutory Limits and Employer Liability not less than \$1,000,000 per injury or disease. Subrogation must be waived.
 - 4. Employment Practice Liability of not less than \$1,000,000 per claim.
- C. The MPO shall provide evidence of the above listed insurance by way of an Acord 25 certificate of insurance with endorsements meeting requirements listed above.

XIV. AMENDMENT

- A. This MOA may be amended through the approval of the MPO Governing Board and the Las Cruces City Council. This MOA may not be altered, changed, or amended except in writing and signed by both parties.

XV. DISPUTE RESOLUTION

- A. Should a dispute arise between the parties regarding this MOA, the dispute resolution process is governed by the federally mandated dispute resolution process contained within the 2024 JPA.

XVI. APPLICABLE LAW AND VENUE

- A. The MOA and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico, without regard to conflicts of law principles. Venue for mediation and arbitration shall be within the Third Judicial District, County of Doña Ana, State of New Mexico.

XVII. NOTIFICATION

- A. All notices required or permitted under this MOA shall be in writing and shall be deemed sufficiently served if served by Certified Mail addressed as follows:

TO: Mesilla Valley MPO
201 N. Church St., Suite B-100
Las Cruces, NM 88004
ATTN: Executive Director

With Copies TO: Kemp Smith Law
221 N. Kansas, Suite 1700
El Paso, TX 79901
ATTN: Sergio Estrada

TO: City of Las Cruces
700 N. Main
Las Cruces, NM 88001
ATTN: City Manager

With Copies TO: Las Cruces City Attorney
700 N. Main
Las Cruces, NM 88001
ATTN: City Attorney

XVIII. MISCELLANEOUS PROVISIONS

- A. Headings: The headings of the various sections of this MOA are inserted only for convenience or reference and are not intended nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- B. Severability: If any clause or provision of this MOA is held to be illegal, invalid, or unenforceable, then it is the intent of the Parties that the remainder of the MOA shall remain in full force and effect.
- C. Sole Agreement: This MOA constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous

agreements, whether oral or written, between the parties relating to the subject matter hereof, with the exception of the 2024 JPA.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and approved this agreement on this ____ day of _____, 2024.

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____
Las Cruces City Manager

ATTEST:

By: _____
Las Cruces City Clerk

APPROVED AS TO FORM:

By: _____
Las Cruces City Attorney

MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

By: _____
Chair of the Mesilla Valley MPO

ATTEST:

By: _____
Mesilla Valley MPO Executive Secretary

APPROVED AS TO FORM:

By: _____
Mesilla Valley MPO Attorney



**3086; Council
Bill 25-015**

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:	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 #9.1.

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 #9.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

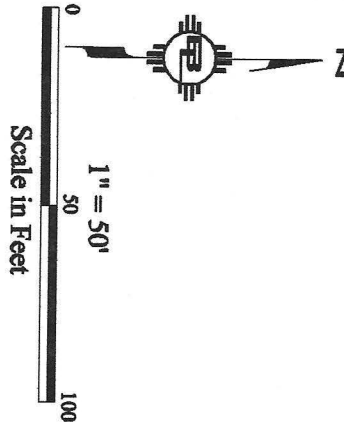
AYES

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
				35.16



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

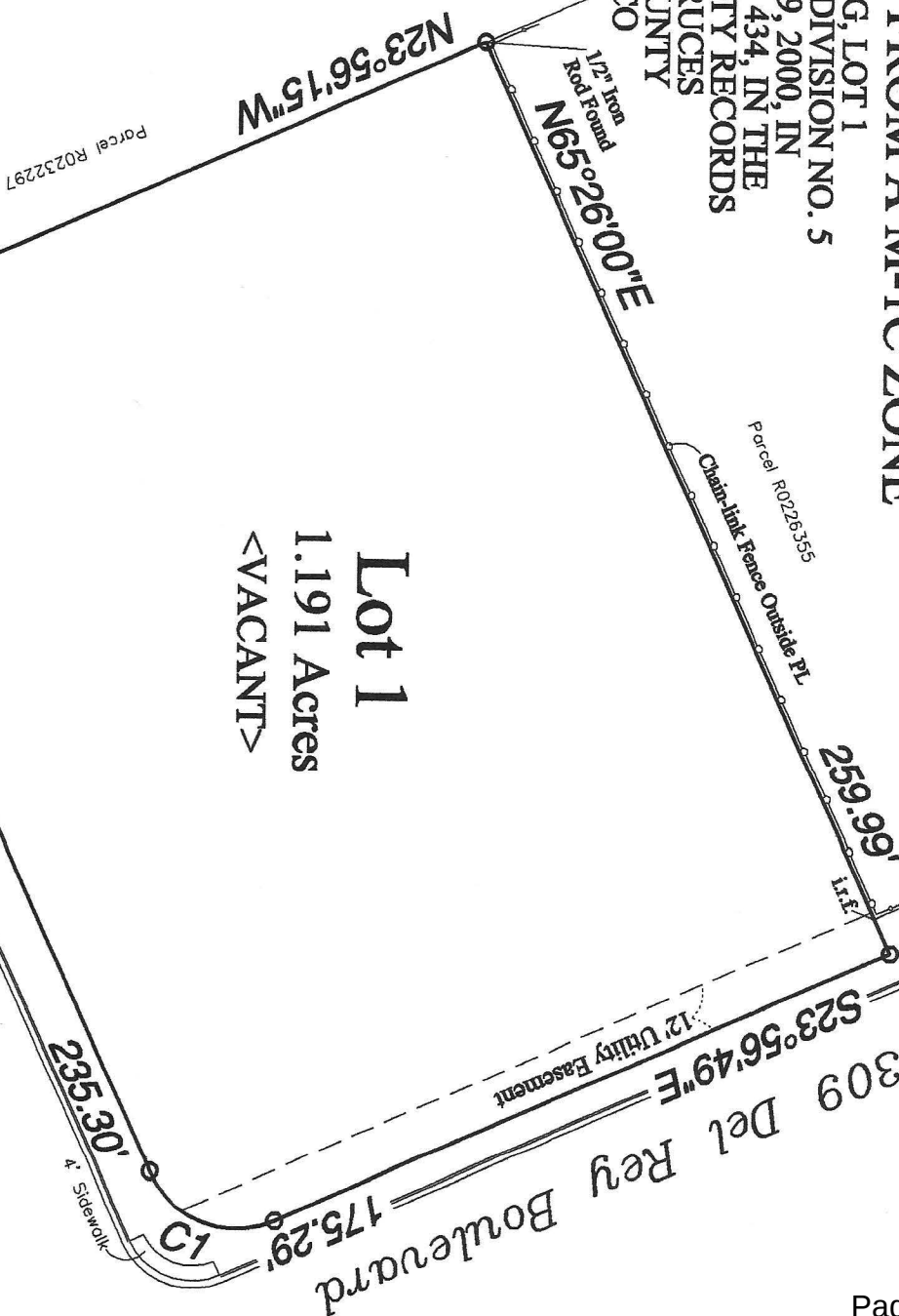
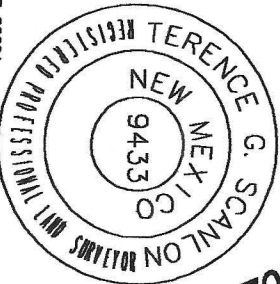
NOTES:
THE BASIS OF BEARING IS THE WEST BOUNDARY,
ALL EASEMENTS SHOWN HEREON ARE PER THE FILED INSTRUMENT/PLAT
AS NOTED HEREON.
BEARINGS AND DISTANCES MATCH THAT OF RECORD, UNLESS
OTHERWISE NOTED.

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,
BEING 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.

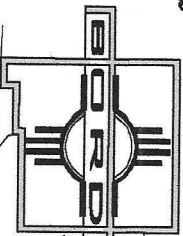
APR 30, 2024
DATE OF SURVEY

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



Sandhill Drive

Del Rey Boulevard



ERLAND 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

GO
N
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.

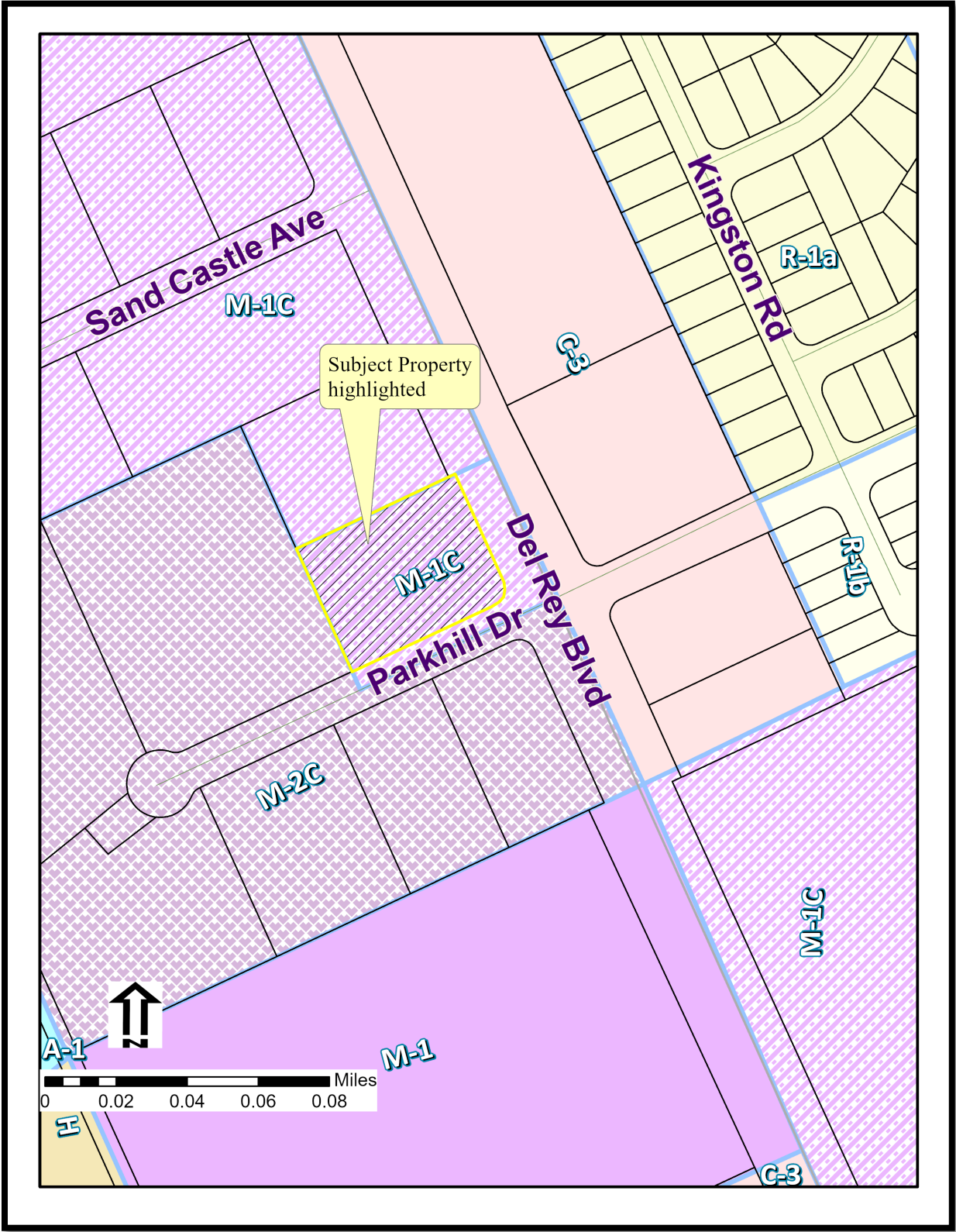
STAFF COMMENTS:

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

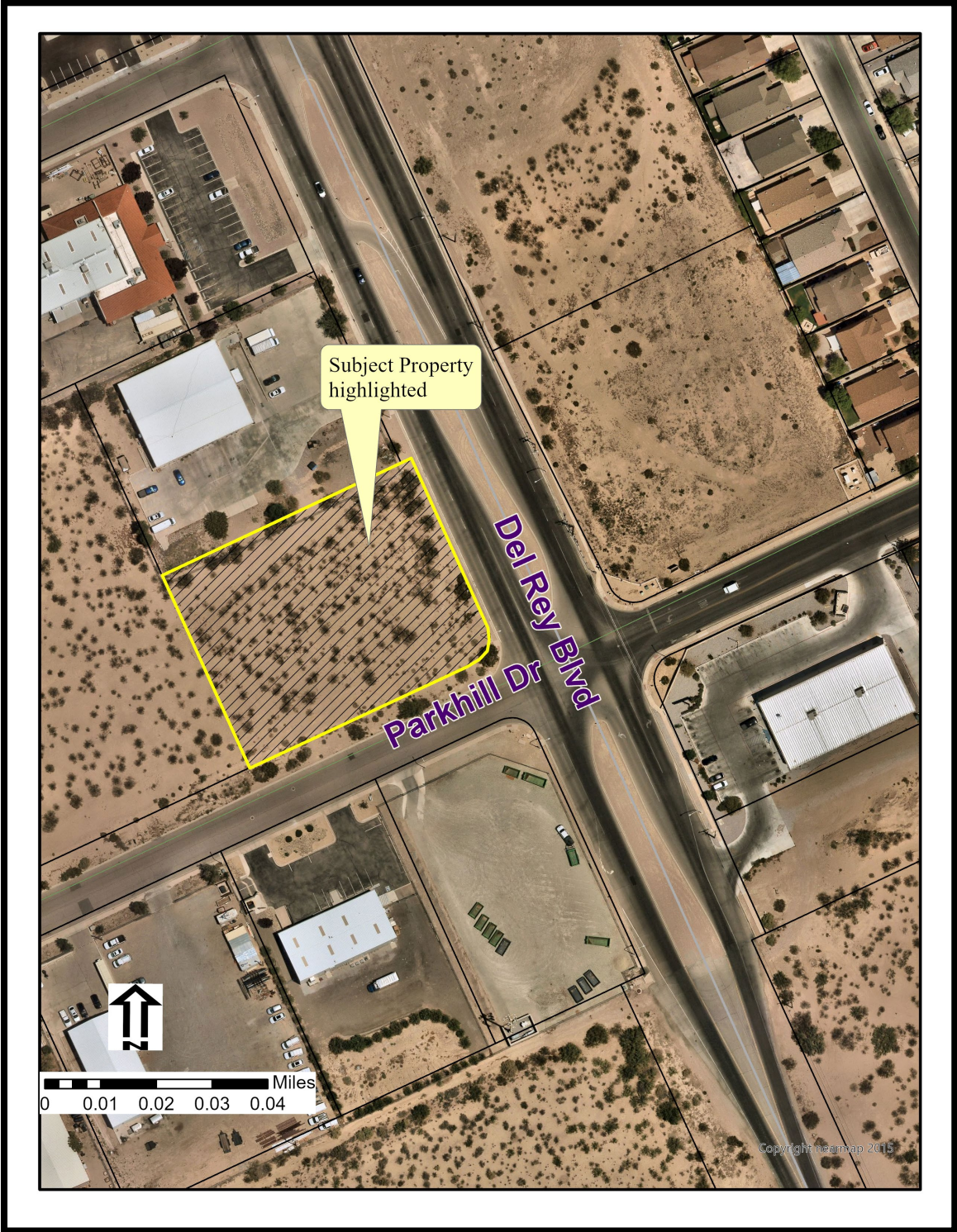
ATTACHMENTS:

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

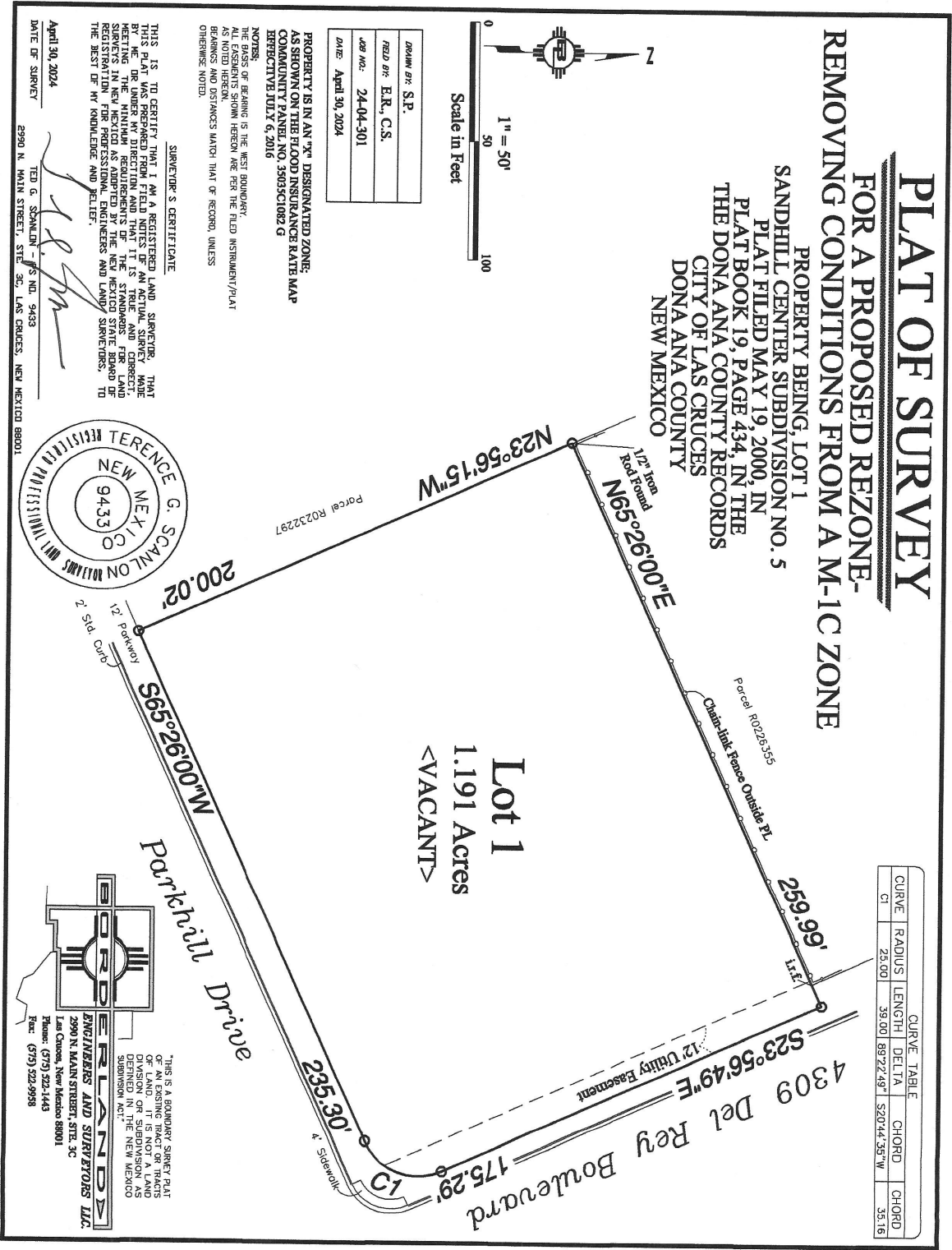
ATTACHMENT 1
Zoning Map



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.

Agenda Item #9.1.

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

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

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

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

Kaiser: Yes, sure, that makes sense. I guess specifically, I mean I wish I had a laser pointer or something. But if you look at I guess Cottage up at Prospect you've got the sidewalk that comes along from Red Hawk onto Prospect, 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 #9.1.

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 #9.1.

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 #9.1.

- 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



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 ± 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 #9.2.

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

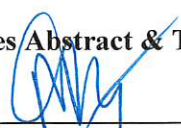
By:  _____
Name: Monique Y. Tellez
Its: Escrow Officer
Effective Date: 09/18/2024

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 #9.2.

knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

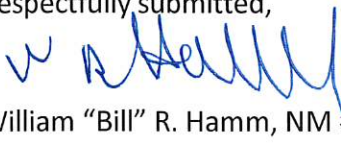
- Mortgage financing, if any, is assumed to be available for the project.
- Upon acceptance of this report, the Assumptions and Limiting Conditions set forth herein have been agreed to by the client and the appraiser.

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

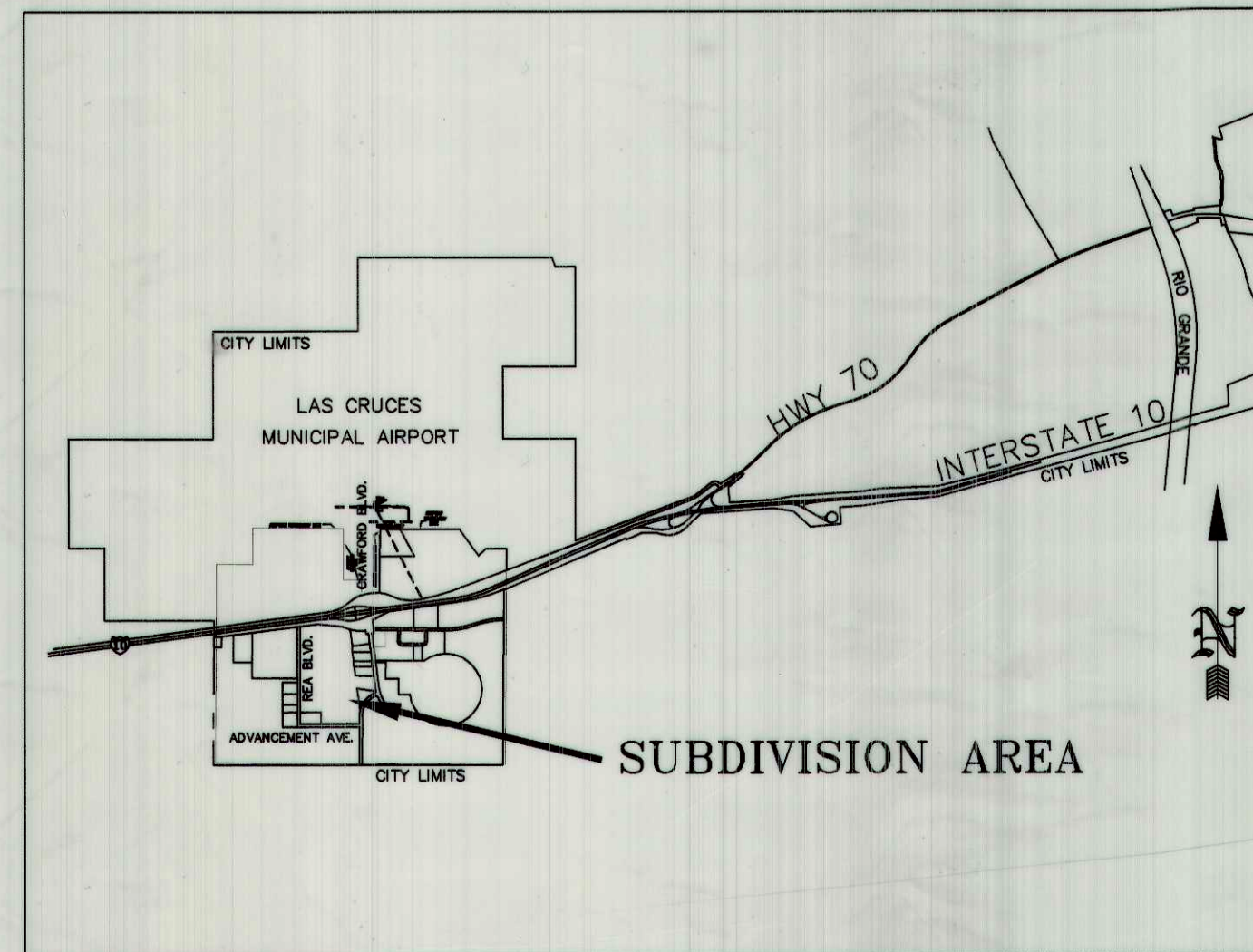
PLAT NO. 4690 RECEPTION NO. 02938

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 Weir
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

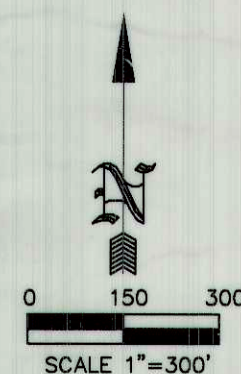
413

WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1

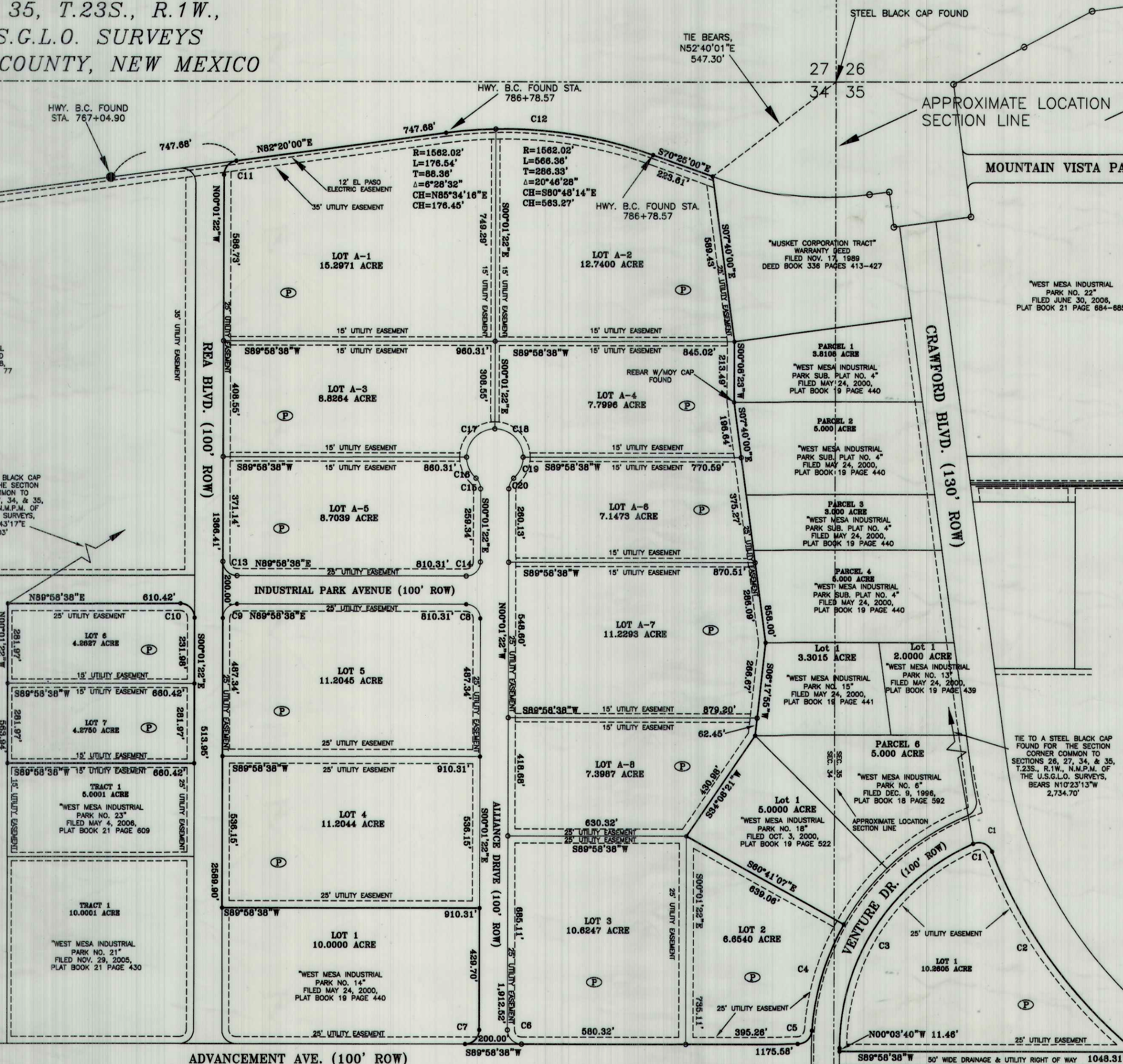
A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

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'



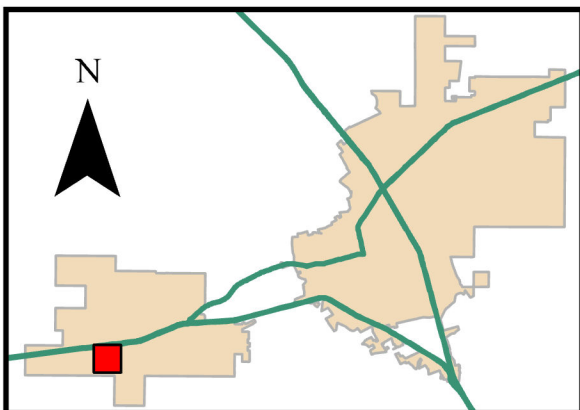
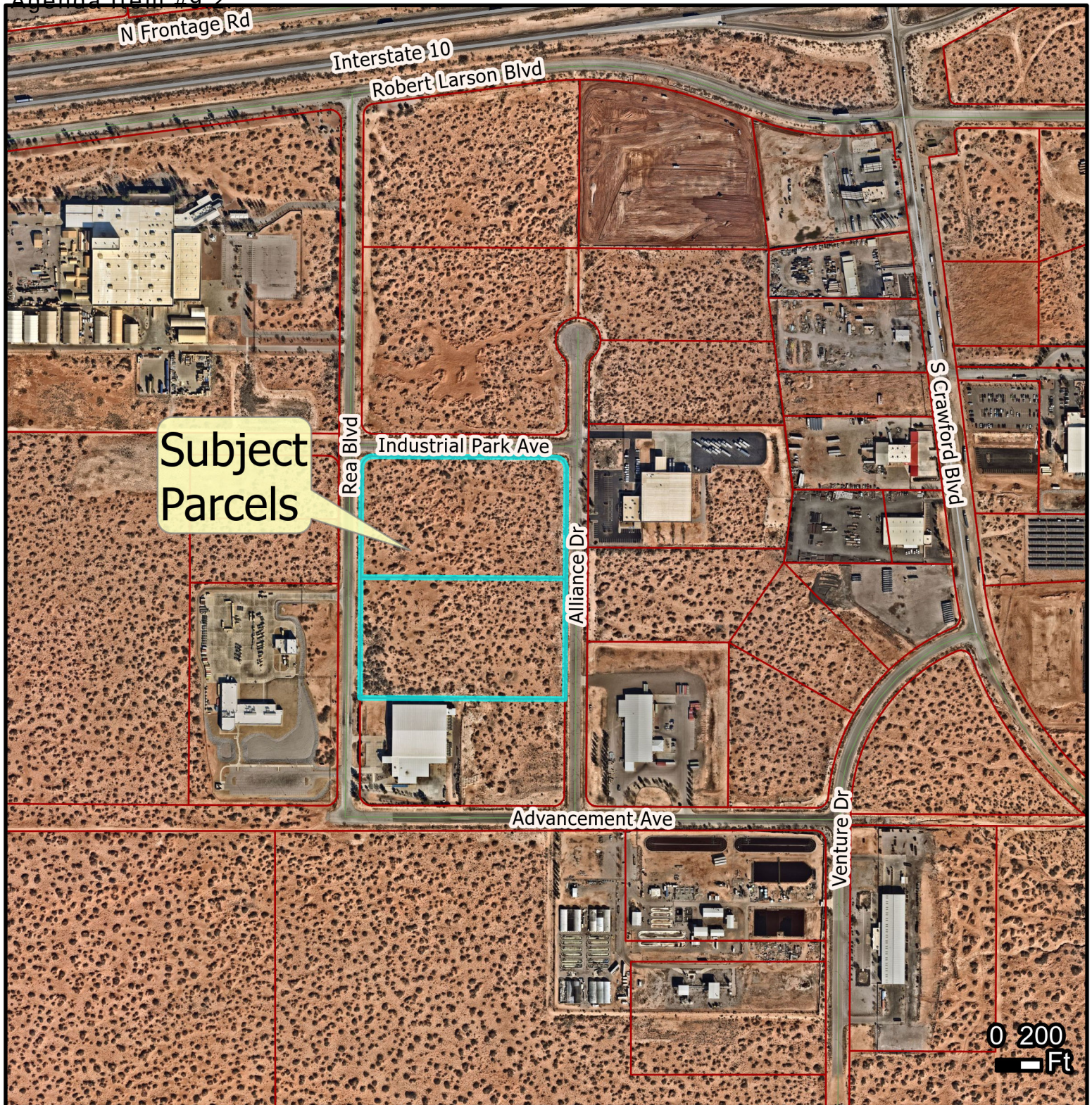
- NOTES:
1. BASIS OF BEARING "ADVANCEMENT AVENUE" DEDICATION PLAT, AS FILED APRIL 28, 2000, IN PLAT BOOK 19 PAGE 423, DONA ANA COUNTY RECORDS. U.S.G.L.O. SURVEYS
 2. REBAR WITH C.L.C. CAP SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
● REBAR WITH C.L.C. CAP FOUND
○ REBAR WITH C.L.C. CAP SET
 3. 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.



City Council Action and Executive Summary

3088; Council
Bill 25-017

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 #9.3.

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

APPROVED

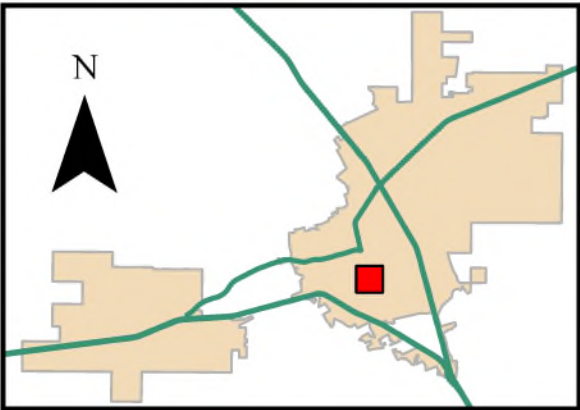
ATTEST:

Moved by:

Seconded by:

AYES

NAYS



905 S. Campo Street