CITY COUNCIL
AGENDA

Monday, October 21, 2024 at 1:00 PM

Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

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

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.

CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor McClure.

1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor McClure.

1.3. Jobs of the Week.

1.4. Pets of the Week.

1.5. Conflict of Interest - Housing & Neighborhood Services.

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

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 — 3 - 320

THE CITY'S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).

Resolution No. 25-045 - Pdf

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). 321 - 398

Resolution No. 25-046 - Pdf

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. 399 - 411

Resolution No. 25-047 - Pdf

6.4. RESOLUTION NO. 25-048: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM. 412 - 425

Resolution No. 25-048 - Pdf

6.5. RESOLUTION NO. 25-049: A RESOLUTION ADOPTING THE LAS CRUCES PUBLIC LIBRARIES MASTER PLAN. 426 - 720

Resolution No. 25-049 - Pdf

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). 721 - 821

Ordinance No. 3085 - Pdf

7. BOARD APPOINTMENTS

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).

9. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10. CITY MANAGER REPORT

11. ADJOURNMENT

25-045

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	October 21, 2024
Drafter:	Vanessa Perez	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

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

PURPOSE(S) OF ACTION:

Accept awarded grants and adjust FY25 budget and CIP.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:

Exhibit "A" - Fund Summaries
Exhibit "B" - FY2025-2030 CIP
Attachment "A" - Grant Listing
Attachment "B" - VLC - FY25 NM Dept of Tourism Marketing Coop Program Executed Agreement
Attachment "C" - HNS - SFY24 GA 24-I2935 Agreement Executed
Attachment "D" - FD - SFY24 GA 24-I2934 Agreement Executed
Attachment "E" - PW - SFY24 GA 24-I2937 Agreement Executed
Attachment "F" - ED - SFY24 IGA 24-I4072 Agreement Executed
Attachment "G" - PD - SFY24 GA 24-I2936 Agreement Executed
Attachment "H" - PW - SFY24 GA 24-I2931 Agreement Executed
Attachment "I" - PR - SFY24 IGA 24-I4080 Agreement Executed
Attachment "J" - PR - SFY24 GA 24-I2932 Agreement Executed

Attachment "K" - PR - SFY24 IGA 24-I4069 Agreement Executed
Attachment "L" - PW - FY25 LGRF HW2L100595 Agreement Executed
Attachment "M" - PR - SFY24 IGA 24-I4077 Agreement Executed
Attachment "N" - PW - FY25 MAP HW2L100618 Agreement Executed
Attachment "O" - PR - SFY24 IGA 24-I4079 Agreement Executed
Attachment "P" - PR - SFY24 GA 24-I2938 Agreement Executed
Attachment "Q" - FD - SFY24 GA 24-I2933 Agreement Executed
Attachment "R" - PR - SFY24 IGA 24-I4070 Agreement Executed
Attachment "S" - QOL - SFY24 IGA 24-I4071 Agreement Executed
Attachment "T" - LRU-FY25 Las Cruces Air and Space Expo 2024 Agreement Executed
Attachment "U" - LRU - FFY22 PHMSA NGDISM Agreement Executed
Attachment "V" - LCU - SFY24 IGA 24-I4078-STBR Agreement Executed
Attachment "W" - PD - FY25 HIDTA Award No G24SN0006A Modification 1

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various **AVAILABLE AMOUNT:** Various **EXPENDITURE AMOUNT:** Various

Funding Source(s):
Various

Overall Budget Impact:
Please refer to Exhibit "A" Fund Summaries

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

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:
1. Vote “Yes”; this will approve the Resolution to accept the budget adjustments as presented and amend the City’s FY2025 Budget and the FY2025 Capital Improvements Program (CIP).
2. Vote “No”; this will not approve the Resolution to adjust the FY2025 Budget or the FY2025 Capital Improvements Program (CIP) as presented and return the funds to the granting agency.
3. Vote to “Amend”; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.

4. Vote to “Table”; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-045

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).

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

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

(I)

THAT the City hereby amends the FY2025 City Budget accept all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2025 CIP, is hereby amended as outlined in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	17,229,907	0	17,229,907
State Grants	7,421,065	8,173,097	106,608	8,279,705
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	**22,851,831**	**25,592,360**	**106,608**	**25,698,968**
TOTAL RESOURCES	**$ 23,122,566**	**25,592,360**	**106,608**	**25,969,703**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	10,360,103	0	10,360,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,286,220	0	4,286,220
Las Cruces Fire Department	1,415,683	1,415,682	0	1,415,682
Utilities	378,926	378,926	0	378,926
Economic Development	4,860,889	5,800,888	0	5,800,888
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	148,183	106,608	254,791
Human Resources	0	0	0	0
Financial Services	366,296	366,296	0	366,296
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	150,000	0	150,000
Parks & Recreation	0	45,006	0	45,006
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,289,225	0	2,289,225
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 22,854,616**	**25,569,390**	**106,608**	**25,675,998**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 267,950**	**22,970**	**0**	**293,705**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2710 CONVENTION & VISITORS BUREAU 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 4,262,370	0	0	4,262,370
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	3,058,973	3,058,973	0	3,058,973
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	4,500	4,500	0	4,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	2,000	2,000	0	2,000
Miscellaneous Revenues	1,000	1,000	0	1,000
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**3,066,473**	**3,066,473**	**0**	**3,066,473**
TOTAL RESOURCES	**$ 7,328,843**	**3,066,473**	**0**	**7,328,843**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	3,039,947	3,039,947	53,304	3,093,251
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,039,947**	**3,039,947**	**53,304**	**3,093,251**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,288,896**	**26,526**	**(53,304)**	**4,235,592**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,719,299	4,730,574	0	4,730,574
State Grants	16,008,103	16,853,675	13,539,816	30,393,491
Local Grants	799,144	350,000	0	350,000
Debt Service	0	0	0	0
Total Revenues	**20,526,547**	**21,934,249**	**13,539,816**	**35,474,065**
TOTAL RESOURCES	**$ 20,526,547**	**21,934,249**	**13,539,816**	**35,474,065**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	5,915,250	5,915,250
Legal	0	0	0	0
Las Cruces Police Department	0	0	650,000	650,000
Las Cruces Fire Department	400,000	221,241	0	221,241
Utilities	0	0	0	0
Economic Development	2,103,908	2,894,891	632,143	3,527,034
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	2,636,377	3,972,833	1,338,379	5,311,212
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	13,784,538	5,004,044	18,788,582
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,526,547**	**21,934,249**	**13,539,816**	**35,474,065**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**0**	**0**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	5010 AIRPORT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 780,075	0	0	780,075
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	61,500	61,500	0	61,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	12,114	12,114	0	12,114
Miscellaneous Revenues	138,748	138,748	0	138,748
Federal Grants	3,049	3,049	0	3,049
State Grants	2,825,289	3,925,289	200,000	4,125,289
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**3,040,699**	**4,140,699**	**200,000**	**4,340,700**
TOTAL RESOURCES	**$ 3,820,774**	**4,140,699**	**200,000**	**5,120,775**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	4,134,031	5,234,031	200,000	5,434,031
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,134,031**	**5,234,031**	**200,000**	**5,434,031**
Other Resources				
Operating Transfers In	1,013,000	1,013,000	0	1,013,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 1,013,000**	**1,013,000**	**0**	**1,013,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 699,744**	**(80,331)**	**0**	**699,744**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	5250 GAS CAPITAL IMPROVEMENTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,095,529	0	0	2,095,529
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	15,000	15,000	0	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	10,000,000	10,000,000
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**15,000**	**15,000**	**10,000,000**	**10,015,000**
TOTAL RESOURCES	**$ 2,110,529**	**15,000**	**10,000,000**	**12,110,529**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	2,537,086	2,910,529	10,000,000	12,910,529
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 2,537,086**	**2,910,529**	**10,000,000**	**12,910,529**
Other Resources				
Operating Transfers In	500,000	800,000	0	800,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 500,000**	**800,000**	**0**	**800,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 73,443**	**(2,095,529)**	**0**	**0**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	5450 WASTEWATER CAPITAL IMPROVEMENT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,904,010	0	0	1,904,010
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	50,000	50,000	0	50,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	1,682,711	1,682,711	(12,670)	1,670,041
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,732,711**	**1,732,711**	**(12,670)**	**1,720,041**
TOTAL RESOURCES	**$ 3,636,721**	**1,732,711**	**(12,670)**	**3,624,051**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	4,007,100	4,107,100	(12,670)	4,094,430
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,007,100**	**4,107,100**	**(12,670)**	**4,094,430**
Other Resources				
Operating Transfers In	371,000	471,000	0	471,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 371,000**	**471,000**	**0**	**471,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 621**	**(1,903,389)**	**0**	**621**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7492 HIDTA-CLC 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 30,520	0	0	30,520
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,494,556	1,240,009	(16,800)	1,223,209
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,494,556**	**1,240,009**	**(16,800)**	**1,223,209**
TOTAL RESOURCES	**$ 1,525,076**	**1,240,009**	**(16,800)**	**1,253,729**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
METRO	717,297	606,768	0	606,768
HIDTA	713,612	586,064	(16,800)	569,264
Total Expenditures	**$ 1,430,909**	**1,192,832**	**(16,800)**	**1,176,032**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 94,167**	**47,177**	**0**	**77,697**

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Exhibit "B"

Amended: 10/21/2024

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**7,236,316**	**720,000**	**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		**6,736,316**	**720,000**	**635,000**	**635,000**	**635,000**	**635,000**	
Active Transportation Program		5,471,842	220,000	135,000	135,000	135,000	135,000	**Bonds**, Grants, **Taxes**
Active Transportation Projects	Public Works	1,782,303						**Bonds**, Grants
2024 Legislative Appropriations			*350,000*					
Pending Design Approval			(265,000)					
Las Cruces Lateral Trail	Parks and Recreation	189,000						**Bonds**
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		**3,160,870**	**21,107,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**3,021,070**	**2,000,000**	-	-	-	-	
LRU Airport Infrastructure Improvements	Las Cruces Airport	496,556						**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 Taxilane Improvements	Las Cruces Airport	97,305						**Grants**
Airport - Annual Projects		**139,800**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	**Taxes**
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Airport - Future Projects		-	**18,907,903**	**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	-	14,172,903	-	-	-	12,850,000	Grants
LRU Runways 8/26 and 12/30 Blast Pads	Las Cruces Airport		410,000					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**	**9,975,000**	**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**	**5,975,000**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	10,180,250						**Grants, Taxes, Telshor**
2024 Legislative Appropriations			*5,975,000*					
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**346,000**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Newly Funded		**346,000**	**-**	**-**	**-**	**-**	**-**	
Well Monitoring	Public Works	346,000						**Telshor**
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Future Projects		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		**9,052,629**	**13,430,000**	**1,300,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**9,052,629**	**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**
MVCoH Flooring	Non-Profit	10,317						**Grants**
MVCoH 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**
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		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		**14,936,048**	**10,791,392**	**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		**9,728,199**	**1,640,000**	**125,000**	**-**	**-**	**-**	
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**
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		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	279,326	55,000					Grants, **Taxes**
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		**-**	**3,636,991**	**63,200,000**	**-**	**-**	**-**	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation		144,000	3,200,000				ARPA, Bonds, Grants, Taxes
2024 Legislative Appropriations (R)			*662,991*					
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**	**3,500,000**	**8,855,000**	**1,500,000**	**2,700,000**	**1,500,000**	
Parks - New - Carryover Projects		**6,814,072**	**800,000**	**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
2024 Legislative Appropriations			*300,000*					
East Mesa Public Safety Area Park		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		**19,348,404**	**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		**15,142,243**	**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	1,000,000	-	-	-	-	-	**Grants, Taxes**
Paz Ball Field Parking Lot Improvements	Parks and Recreation	650,000						**Taxes**
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	200,000						**Grants**
Veterans' Park Parking Lot	Parks and Recreation	336,509						**Grants, Taxes**
Safety, Health, Environmental & Emergency		108,448	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	8,448	270,500	255,500	270,500	255,500	255,500	**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		10,417,882	5,104,534	17,100,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes, Telshor**
General Facilities Improvements	Facilities Management	1,000,000						**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
age 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 Rehabilitiation	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		**17,015,093**	**12,086,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
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 - 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	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		4,624,157						
East Mesa Roads and Drainage (Cortez Rd)	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
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Rd)	Public Works	1,393,327	500,000	500,000	500,000	500,000	500,000	**Grants, Bonds, Taxes**
2024 Legislative Appropriations (R)			*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-Sequioa 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**
WW23 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		**49,475,970**	**28,077,901**	**39,865,200**	**22,060,200**	**21,306,200**	**21,306,200**	
Total Carryover Projects		**121,274,952**	**84,287,314**	**29,979,881**	**4,545,000**	**6,955,000**	**4,185,000**	
Total Future Projects		-	**185,907,923**	**129,142,296**	**44,538,696**	**111,783,696**	**60,087,696**	
Total Newly Funded Projects		**22,652,933**						
GRAND TOTAL		**193,403,855.31**	**298,273,137**	**198,987,377**	**71,143,896**	**140,044,896**	**85,578,896**	

Abbreviations:

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
Telshor - Telshor Fund
TIDD - Tax Increment Development District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

Notes

Indicates a Change
Indicates newly submitted
Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations
Current funding sources noted in bold

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 06/21/2024
Grant Team Representative: Gabriela Prats
Grant Award Amount: $106,608.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 25-418-1003001000-49
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2025
Funding Agency: State of New Mexico Tourism Department

PROJECT INFORMATION

Grant Project Title: FY25 Visit Las Cruces Marketing Cooperative Program
Type of Funding: State Operating
Type of Grant: Competitive
Grant Type: State
Match Amount: $53,304.00
Match Description: Local Cash Match
Match Percent/Ratio: 50%
Match Source: Department FY25 Advertising Budget
City Fiscal Year: FY2025
Funder Fiscal Year: FY2025
Grant Scope of Work:

This grant award provides funds to purchase advertising to promote Las Cruces. The advertising aims to increase tourism and attract businesses to Las Cruces. This program is part of the New Mexico True campaign supported by the State.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 400- Assistant CM Office
User Dept:

Line of Business: 0140- Office of Assistant CM
Program: 0140C- Visit Las Cruces
Project Manager: Lorena Lozano
Phone: 575-541-2361
Email: lolozano@lascruces.gov
MUNIS Dept. Number: 400- Assistant CM Office

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

REV: 2100-20140013-599200 - $106,608.00
EXP: 2100-20140013-701040 - $106,608.00
MATCH: 2710-20140003-701040 - $53,304.00

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting: 06/21/2024
Project Number: 25057
Project Created By: Liam Beasley
Set-Up Date: 07/10/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/06/2024
Grant Team Representative: Sherriel Kelley
Grant Award Amount: $ 5,915,250.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I2935
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2028
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Mesilla Valley Resource Campus Expand/Amador Crossing Construction
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:
To plan, design, construct, renovate, furnish and equip an expansion of the Mesilla Valley resource campus providing services to the homeless, including supportive housing and service buildings, in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: City Manager's Office
User Dept:

Line of Business: 0430-HNS
Program: 0430A-HNS
Project Manager: Natalie Green
Phone: 575-528-3086
Email: ngreen@lascruces.gov
MUNIS Dept. Number: 300- CMO HNS

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Rev 4100-40430001-599200-24935 - $5,915,250.00
Exp 4100-40430001-804000-24935 - $5,915,250.00

Capital Assets: ☑ YES ☐ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24935
Project Created By: Josie Trevino
Set-Up Date: 9/20/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/14/2024 **Grant Team Representative:** Sherriel Kelley

Grant Award Amount: $ 2,524,500.00 **Council Budget Adjustment Date:** 10/21/2024

Grant Agreement #: 24-I2934

Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2028

Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Integrated Health Care Building Construction

Type of Funding: State Capital **Type of Grant:** Legislative Appropriation

Grant Type: State **Match Amount:** $ 0.00

Match Description: No Match Required-Provided **Match Percent/Ratio:**

Match Source: N/A

City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024

Grant Scope of Work:

To plan, design, construct, furnish, and equip an integrated health care building, including a mobile crisis team unit and a critical intervention team unit in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works **User Dept:** 330- Fire

Line of Business: 0255 Public Infrastructure
Program: 0255C Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0133 Administrative
Program: 0133B Operational Support
Project Manager: Sean Heck
Phone: 575-528-4076
Email: sheck@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense

(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255005-599200 $2,524,500.00
Expense: 4100-40255005-801000 $2,524,500.00

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting: **Project Number:** 24934

Project Created By: JOSIE TREVINO **Set-Up Date:** 9/13/24

Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/14/2024 **Grant Team Representative:** Sherriel Kelley

Grant Award Amount: $ 1,138,500.00 **Council Budget Adjustment Date:** 10/21/2024

Grant Agreement #: 24-I2937

Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2028

Funding Agency: New Mexico Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces Soup & Community Kitchen Construct

Type of Funding: State Capital **Type of Grant:** Legislative Appropriation

Grant Type: State **Match Amount:** $ 0.00

Match Description: No Match Required-Provided **Match Percent/Ratio:** 0

Match Source: N/A

City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024

Grant Scope of Work:

To plan, design, construct, furnish, and equip a facility for a soup kitchen and a community kitchen, including the demolition of a warehouse and for the construction of a new 12,500 square-foot building at the Community of Hope campus in Las Cruces in Dona Ana County. The work will be completed by the Public Works department for the benefit of El Caldito Soup Kitchen.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works **User Dept:** SELECT

Line of Business: 0255 Public Infrastructure
Program: 0255C Architectural Management
Project Manager: Sreedevi Bhathala Monhanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense

(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255005-599200-24937 $1,138,500.00
Expense: 4100-40255005-801000-24937 $1,138,500.00

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting: **Project Number:** 24937

Project Created By: Josie Trevino **Set-Up Date:** 9/17/24

Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/22/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 811,050.83
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4072
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Arts and Cultural District Improvements
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024

Grant Scope of Work:

To acquire rights of way and to plan, design, construct, improve, expand, purchase, equip and install way-finding and lighting systems, the restoration of two parks and a community garden, shade structures, bandstands and gateways in Klein park and the arts and cultural district in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2551 and extends the time of expenditure to June 30, 2026. Original project number was 12011.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 470- Econ. Development

Line of Business: 0255-Public Infrastructure
Program: 0255A-Engineering and Surveying
Project Manager: Natashia Billy
Phone: 575-528-3168
Email: nbilly@lascruces.gov

Line of Business: 0247- Business Support
Program: 0247A- Business Development
Project Manager: Chris Faivre
Phone: 575-541-2150
Email: cfaivre@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40247002-599200-24072 $632,142.83
Expense: 4100-40247002-804000- 24072 $632,142.83

.
Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24072
Project Created By: JOSIE TREVINO
Set-Up Date: 9/12/24
Accounting Comments: REORGED 12011 TO 24072- PROJECT 12011 WILL NO LONGER SHOW UP IN ACCOUNT INQUIRY

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/07/2024
Grant Team Representative: Sherriel Kelley
Grant Award Amount: 650,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I2936
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces Real-Time Crime Center Construct
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:
The appropriation is to purchase, equip, install and implement an integrated system of cameras, surveillance equipment and information technology to develop a real-time crime center for the Police Department of Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 320 - Police Department
User Dept:

Line of Business: 0132 Office of the Chief
Program: 0132A Administration
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@lascruces.gov
MUNIS Dept. Number: 320- Police

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Rev 4100-40132001-599200-24936 $650,000.00
Exp 4100-40132001-804000-24936 $650,000.00

Capital Assets: ☑ YES ☐ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24936
Project Created By: JOSIE TREVINO
Set-Up Date: 9/13/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/07/2024
Grant Team Representative: Sherriel Kelley
Grant Award Amount: 574,200.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I2931
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2028
Funding Agency: State of New Mexico Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces Domestic Violence Shelter Renovation
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To plan, design, construct, and renovate a domestic violence shelter in Las Cruces in Dona Ana County. The department will renovate the parking lot to include fencing, gates, security cameras, lighting, and other necessary equipment.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: Public Works
User Dept:

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Sreedevi Bhathalam Mohanraj
Phone: 575-541-2538
Email: Sbhathalam@lascruces.gov
MUNIS Dept. Number: 550- Public Works

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue 4100-40255005-599200-24931 $574,200.00
Expense 4100-40255005-801000-24931 $574,200.00

Capital Assets: ☑ YES ☐ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24931
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/23/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 562,990.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4080
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Skate Park Renovation
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:
To plan, design, construct, renovate and equip the skate park in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2563 (Project# 11969) and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 450- Parks & Rec

Line of Business: 0255- Public Infrastructure
Program: 0255C- Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0245- Construction, Maint. & Beautificat.
Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue:4100-40245005-599200-24969 - $353,420.22
Expense: 4100-40245005-805000-24969 - $353,420.22

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☐ YES ☑ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24969
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: REORG 11969 to 24969, Project# 24080 not available

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/07/2024
Grant Team Representative: Sherriel Kelley
Grant Award Amount: 300,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I2932
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2028
Funding Agency: State of New Mexico Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces East Mesa Recreation Complex construction
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To plan, design, construct, furnish, equip and install improvements, including park improvements, at the East Mesa Recreation Complex in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: Parks & Recreation
User Dept:

Line of Business: 0245 - Construction, Maintenance, a
Program: 0245A - Construction Maintenance
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov
MUNIS Dept. Number: 450- Parks & Rec

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue 4100-40245004-599200 $300,000.00
Expense 4100-40245004-805000 $300,000.00

Capital Assets: ☑ YES ☐ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24932
Project Created By: JOSIE TREVINO
Set-Up Date: 9/13/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/12/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 290,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4069
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Dona Ana Move Trail
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To plan, design, construct, equip and install a multipurpose trail to connect Mesilla with the Las Cruces trail system in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2536(Project#11925) and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec
User Dept: SELECT

Line of Business: 0245- Construction, Maint. & Beautificatio
Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue:4100-40245005-599200-24925-$258,156.01
Expense: 4100-40245005-805000-24925 - $256,156.01

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24925
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: REORG 11925 TO 24925. Project#24069 already in use, couldn't use for this project. There's also a local match and a local funder to this grant.

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/01/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 193,650.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: HW2L100595
Grant Effective Date: 07/19/2024
Grant Reversion Date: 12/31/2025
Funding Agency: New Mexico Department of Transportation (NMDOT)

PROJECT INFORMATION

Grant Project Title: FY25 Local Government Road Fund (LGRF)
Type of Funding: State Capital
Type of Grant: Competitive
Grant Type: State
Match Amount: $ 64,550.00
Match Description: In-Kind Match
Match Percent/Ratio: 25%
Match Source: Drainage and Flood Control
City Fiscal Year: FY2025
Funder Fiscal Year: FY2025
Grant Scope of Work:

Mill and inlay new pavement, install roadway striping, and adjust manhole and valves on West Amador Ave with the beginning of Project (BOP) being immediately east of the intersection of Pioneer Place and W. Amador Avenue and the end of project (EOP) being immediately west of the intersection of S. Archuleta Road and W. Amador Avenue.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: Public Works
User Dept:

Line of Business: 0255- Public Infrastructure
Program: 0255A- Engineering & Surveying
Project Manager: Vanessa Morales Romero
Phone: 575-528-3130
Email: vmorales@lascruces.gov
MUNIS Dept. Number: 550- Public Works

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255004-599200- $193,650.00
Expense: 4100-40255004-802000- 193,650.00
Match: 4400-40255013-803000- $64,550.00 (budget already available)

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 25016
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: BAR Match FUND 4400 budget to the project : 4400-40255013-802000-25016

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/19/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 175,668.43
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4077
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: 2020 Pioneer Park Improvements
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To plan, design, construct, renovate, purchase, equip and install improvements at Pioneer Women's park in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2557 and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 450- Parks & Rec

Line of Business: 0255- Public Infrastructure
Program: 0255C- Architectural Management
Project Manager: Sreedevi Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0245- Construction, Maint. & Beautificati
Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.com

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40245004-599200 - $175,668.43
Expense: 4100-40245004-805000 - $175,668.43

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24077
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/01/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 400,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: HW2L100618
Grant Effective Date: 07/19/2024
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico Department of Transportation (NMDOT)

PROJECT INFORMATION

Grant Project Title: FY25 Municipal Arterial Program (MAP)
Type of Funding: State Capital
Type of Grant: Competitive
Grant Type: State
Match Amount: $ 133,333.00
Match Description: In-Kind Match
Match Percent/Ratio: 25%
Match Source: Roads and Street Construction
City Fiscal Year: FY2025
Funder Fiscal Year: FY2025
Grant Scope of Work:

Improve the intersections of East Lohman Avenue and South Walnut Street that includes a geometric modification, traffic signal replacement, sidewalk/ramp modification and signage and striping.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: Public Works
User Dept:

Line of Business: 0255- Public Infrastructure
Program: 0255A- Engineering and Surveying
Project Manager: Vanessa Morales Romero
Phone: 575-528-3130
Email: vmorales@lascruces.gov
MUNIS Dept. Number: 550- Public Works

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255004-599200-25618
Expense: 4100-40255004-802000-25618
Match: 4202-40255008-802000 (budget already available)

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 25618
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: BAR match to 4202-40255008-802000-25618

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/19/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 100,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4079
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: 2020 Skate Park - New
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To acquire land, rights of way and easements and to plan, design, construct, equip, purchase and install a new skate park in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2562 and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 450- Parks & Rec

Line of Business: 0255- Public Infrastructure
Program: 0255C- Architectural Management
Project Manager: Sreedevi Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0245- Construction, Maint. & Beautificati
Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue:4100-40245005-599200-24079 - $85,530.43
Expense: 4100-40245005-805000-24079 - $85,530.43

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24079
Project Created By: Josie Trevino
Set-Up Date:
Accounting Comments: REORG 12020 TO 24079

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/09/2024 **Grant Team Representative:** Sherriel Kelley

Grant Award Amount: $ 100,000.00 **Council Budget Adjustment Date:** 10/21/2024

Grant Agreement #: 24-I2938

Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2028

Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Valley View Park & Trail

Type of Funding: State Capital **Type of Grant:** Legislative Appropriation

Grant Type: State **Match Amount:** $ 0.00

Match Description: No Match Required-Provided **Match Percent/Ratio:** 0

Match Source: N/A

City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024

Grant Scope of Work:

To plan, design, construct, purchase, furnish, equip, and install park renovations, including trails, in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec **User Dept:** SELECT

Line of Business: 0245 Construction, Maint. and Beauti
Program: 0245A Construction Maintenance
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense

(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40245004-599200-24938 $100,000
Expense: 4100-40245004-805000-24938 $100,000

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting: **Project Number:** 24938

Project Created By: JOSIE TREVINO **Set-Up Date:** 9/13/24

Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/14/2024
Grant Team Representative: Sherriel Kelley
Grant Award Amount: $ 100,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I2933
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2028
Funding Agency: New Mexico Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces Fire Station 9 Construction
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:
To plan, design, construct, purchase, furnish, and equip Fire Station 9 in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 330- Fire

Line of Business: 0255 Public Infrastructure
Program: 0255C Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0133 Administrative
Program: 0133B Operational Support
Project Manager: Sean Heck
Phone: 575-528-4076
Email: sheck@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255005-599200-24933 $100,000.00
Expense: 4100-40255005-801000-24933 $100,000.00

Capital Assets: ☑ YES ☐ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24933
Project Created By: JOSIE TREVINO
Set-Up Date: 9/12/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/19/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 75,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4070
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Tortugas Trail Development
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024

Grant Scope of Work:

To plan, design, construct, furnish and equip a multipurpose trail with the Tortugas trail development in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2548(Project# 11968) to extend the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec
User Dept: SELECT

Line of Business: 0245- Construction, Maint. & Beautificatio
Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40245005-599200-24968 - $65,603.86
Expense: 4100-40245005-805000-24968 - $65,603.86

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24968
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: REORG 11968 to 24968

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/22/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 74,782.42
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 24-I4071
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Amador Hotel Improvements
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024

Grant Scope of Work:

To plan, design, construct, furnish, equip and install improvements, including related infrastructure, to the Amador hotel in Las Cruces in Dona Ana County. This appropriation reauthorizes 22-G4050(project#12124) and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 540- Quality of Life

Line of Business: 0255- Public Infrastructure
Program: 0255C- Architectural Management
Project Manager: Marco Marquez
Phone: 575-541-2906
Email: mmarquez@lascruces.gov

Line of Business: 0154 - Office of the Director
Program: 0154A - Administration
Project Manager: Carol Brey
Phone: 575-541-2559
Email: cbrey@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40255005-599200-24124 - $73,193.90
Expense: 4100-40255005-801000 -24124- $73,193.90

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☐ YES ☑ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24124
Project Created By: Josie Trevino
Set-Up Date: 9/17/24
Accounting Comments: Reorg 12124 to 24124. Project# 24071 not available to use for this grant

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/25/2024
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 200,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #:
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2025
Funding Agency: New Mexico Department of Tourism (NMTD)

PROJECT INFORMATION

Grant Project Title: Las Cruces Air and Space Expo 2024- Sponsorship Grant
Type of Funding: State Operating & Capital
Type of Grant: Non-Competitive/Entitlement Recurring
Grant Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2025
Grant Scope of Work:
The grant award is in the amount of $200,000.00 for a sponsorship grant which will include marketing and promotional material for the NMTD during the Las Cruces Air Show.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 300- City Manager's Office
User Dept: SELECT

Line of Business: 0140- City Manager's Office
Program: 0140B- Airport
Project Manager: Andy Hume
Phone: 575-541-2473
Email: ahume@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 5010-5010-599200-24308
Expense: 5010-50140002-721080-24308

Capital Assets: ☐ YES ☑ NO

Reimbursable Grant: ○ **Revenue Collected in Advance:** ◉

Date to Accounting:
Project Number: 24308
Project Created By: Josie Trevino
Set-Up Date: 09/25/2024
Accounting Comments: Used the four-digit Org for the revenue. Only other grantors are NMDOT and FAA

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/19/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 10,000,000.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: 693JK32440035NGDI
Grant Effective Date: 06/18/2024
Grant Reversion Date: 06/17/2029
Funding Agency: Pipeline and Hazardous Materials Safety Administration (PHMSA)

PROJECT INFORMATION

Grant Project Title: Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM)
Type of Funding: Federal Capital
Type of Grant: Competitive
Grant Type: Federal
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FFY2022
Grant Scope of Work:

The proposed project includes improvements to be made throughout the City's gas system which are top priorities for the Gas Division to address. These improvements include replacing critical gas lines, improved monitoring capabilities, and gas line improvements for high-pressures, low-pressure, and odorization.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: 340- Utilities
User Dept: SELECT

Line of Business: 1034- Technical Support
Program: 1034A- Technical Support
Project Manager: Carl Clark
Phone: 575-528-3548
Email: cclark@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 5250-51034003-599100 - $10,000,000
Expense: 5250-51034003-804100 - $10,000,000

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 25693
Project Created By: Josie Trevino
Set-Up Date: 9/20/24
Accounting Comments:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/19/2024
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 287,680.46
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: SAP 24-I4078-STBR
Grant Effective Date: 07/01/2024
Grant Reversion Date: 06/30/2026
Funding Agency: State of New Mexico Environment Department (NMED)

PROJECT INFORMATION

Grant Project Title: Las Cruces Septic Tank Replacement
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grant Type: State
Match Amount: 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:

To plan, design and construct a septic replacement project in Las Cruces in Dona Ana County. This appropriation reauthorizes 20-E2123 and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☑ NO

DEPARTMENT INFORMATION

Implementation Dept: 340- Utilities
User Dept: SELECT

Line of Business: 1034- Technical Support
Program: 1034A- Technical Support
Project Manager: Carl Clark
Phone: 575-528-3548
Email: cclark@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

Check box if implementation and user departments are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue:5450-51034020-599200- $(12,669.86)
Expense: 5450-51034020-804200 - $(12,669.86)

Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects adjustment needed to carry over an accurate available balance.

Capital Assets: ☐ YES ☑ NO

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting:
Project Number: 24078
Project Created By: Josie Trevino
Set-Up Date: 9/16/24
Accounting Comments: REORG 12021 to 24078

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/09/2024
Grant Team Representative: Gabriela Prats
Grant Award Amount: -$ 16,800.00
Council Budget Adjustment Date: 10/21/2024
Grant Agreement #: G24SN0006A
Grant Effective Date: 01/01/2024
Grant Reversion Date: 12/31/2025
Funding Agency: New Mexico High Intensity Drug Trafficking Area (HIDTA) Program

PROJECT INFORMATION

Grant Project Title: FY25 Las Cruces Police Department High Intensity Drug Trafficking Area (HIDTA) Program
Type of Funding: Federal Operating
Type of Grant: Non-Competitive/Entitlement Recurring
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
City Fiscal Year: FY2025
Funder Fiscal Year: FY2024
Grant Scope of Work:
This Modification No. 1 reduces the initial award made on April 16, 2024, approved on August 19, 2024, by $16,800.00. The reduction is to purchased services.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Implementation Dept: Police
User Dept:

Line of Business: 0232- Public Safety
Program: HIDTA
Project Manager: Sonia Arteche
Phone: 575-541-7562
Email: sarteche@lascruces.gov
MUNIS Dept. Number: 940- HIDTA

Line of Business:
Program:
Project Manager:
Phone:
Email:
MUNIS Dept. Number: SELECT

Check if implementation and user department are the same: ☑

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants

REV: 7492-79400000-599100-24030 - $16,800.00 (decrease)
EXP: 7492-79400000-721080-24030 - $16,800.00 (decrease)

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Date to Accounting: 7/26/24
Project Number: 24030
Project Created By:
Set-Up Date: 7/29/24
Accounting Comments:

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Agreement

THIS AGREEMENT, numbered **25-418-1003001000-49**, is made and entered into by **State of New Mexico Tourism Department,** hereinafter referred to as the "NMTD," and **City of Las Cruces/Visit Las Cruces**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

A. Meet or exceed the requirements of its FY25 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY25 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.

B. Make all payments in accordance with the requirements listed in *Exhibit A.*

1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY25 Award Summary.
2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).

C. Agree to follow the established New Mexico True Brand Style Guide available via link here.

D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A.*

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.

F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A.*
   1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
   2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.

G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

H. In addition to the above obligations, for all Flex funds expended, Partner must also:
   1. Acknowledge that it has access to, and agrees to comply with, the FY25 Request for Reimbursement Form via the online grant platform and related cycle documents located at https://nmtourism.smapply.io. The online application form and Partner's responses to that form are incorporated herein by reference.
   2. Obtain prior approval utilizing the Asana form linked here and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
   3. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
      i. Requests for payment of expenses incurred between July 1, 2024 and May 31, 2025 must be submitted within 30 days of placement in market. ***Expenses incurred before the execution of this agreement will not be eligible for reimbursement.***
      ii. All requests for payment must be received by June 10, 2025. Incomplete or illegible requests will not be processed.
      iii. The Tracking and Impact Report must be submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2025. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

A. Provide assets necessary to meet requirements for logo integration.

B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.

C. Upon receipt of MMP Partner funds, NMTD will:

1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
3. Pay media vendors for ad placement and/or services.
4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.

B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link here.

C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.

D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. NMTD may require that additional samples be submitted or Brand logos be removed from creative assets before use.

E. If Partner fails to obtain prior approval or should NMTD determine Partner's Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).

F. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2025.
   1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
   2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may

nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.

C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.

D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

E. 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 either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

F. This Agreement is governed by the laws of the State of New Mexico.

G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Nelida Griego
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-795-0108 | nelida.griego@td.nm.gov

To Partner: Gabriela Prats, Grant Manager
City of Las Cruces/Visit Las Cruces
700 N Main St
Las Cruces, NM 88001
gprats@lascruces.gov

I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

By: DocuSigned by: Ikani Taumoepeau 8B8581626F58426... Date: 5/31/2024

Ikani Taumoepeau, City of Las Cruces/Visit Las Cruces PARTNER

Approved for legal sufficiency:

By: DocuSigned by: Novela Salazar B422D3B3622C4B6... Date: 5/31/2024

Novela Salazar, General Counsel NMTD

By: DocuSigned by: Rayline Sebay 6122E56AC4444C2... Date: 5/31/2024

Rayline Sebay, CPO, ASD NMTD

By: DocuSigned by: Jennifer Saavedra B83BA2BC2F7E403... Date: 5/31/2024

Jennifer Saavedra, Agency Head Designee NMTD

DocuSign Envelope ID: 449AD616-42DC-4724-9F01-D285C2EEB6C3

NEW MEXICO TOURISM DEPARTMENT | **EXHIBIT A**

NM TRUE

FY25 COOPERATIVE MARKETING PROGRAM

AWARD SUMMARY

Organization Name: City of Las Cruces/Visit Las Cruces
Primary Contact: Rochelle Miller-Hernandez
Email: rhernandez@lascruces.gov
Phone: 5755412169

Type	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/24	Partner $ Due 12/02/24
MMP	3	$87,912.00	$58,608.00	$29,304.00	$18,152.00	$11,152.00
FLEX	1	$72,000.00	$48,000.00	$24,000.00	N/A	N/A
Total	4	$159,912.00	$106,608.00	$53,304.00	$18,152.00	$11,152.00

Type	Initiative	Details	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/24	Partner $ Due 12/02/24
MEDIA MENU PLAN (MMP) AWARDS								
CONTENT / ORGANIC SOCIAL	Regional Micro-Influencer InstaMeet	Details	1	$60,669.00	$40,446.00	$20,223.00	$10,111.50	$10,111.50
CONTENT / PAID DIGITAL	New Mexico Magazine Custom Written Article + Digital Distribution	Details	1	$6,243.00	$4,162.00	$2,081.00	$1,040.50	$1,040.50
DIGITAL OOH	Phoenix Programmatic Digital Out-of-Home (12 weeks)	Details	1	$21,000.00	$14,000.00	$7,000.00	$7,000.00	$0.00
FLEX FUND AWARDS								
SEARCH (SEO/SEM)	NMCO Search Engine Marketing and Optimization		1	$72,000.00	$48,000.00	$24,000.00	N/A	N/A

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 293**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2935 $5,975,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 293, Five Million Nine Hundred Seventy-five Thousand ($5,975,000.00), from the General Fund 93100 to plan, design, construct, renovate, furnish and equip an expansion of the Mesilla Valley resource campus providing services to the homeless, including supportive housing and service buildings, in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed Five Million Nine Hundred Seventy-five Thousand $5,975,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Fifty-nine Thousand Seven Hundred Fifty $59,750.00, which equals Five Million Nine Hundred Fifteen Thousand Two Hundred Fifty $5,915,250.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/15/24
Date

APPROVED AS TO FORM:

for BD 7/11/24
City Attorney Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Docusigned by:
Jeannette Gallegos
020E740B752A4C1...

By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 292,** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2934 $2,550,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 292, Two Million Five Hundred Fifty Thousand ($2,550,000.00), from the General Fund 93100 to plan, design, construct, furnish and equip an integrated health care building, including a mobile crisis team unit and a critical intervention team unit, in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed Two Million Five Hundred Fifty Thousand $2,550,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Twenty-five Thousand Five Hundred $25,500.00, which equals Two Million Five Hundred Twenty-four Thousand Five Hundred $2,524,500.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/25/24.
Date

APPROVED AS TO FORM:

City Attorney

7/24/24
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
1020E740B1534F3...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, Including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

Docusign Envelope ID: 46BD0647-D17B-4E75-AAFF-585A782AEB4D

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT "E"

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 295**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2937 $1,150,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 295, One Million One Hundred Fifty Thousand ($1,150,000.00), from the General Fund 93100 to plan, design, construct, furnish and equip a facility for a soup kitchen and a community kitchen, including the demolition of a warehouse, in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed One Million One Hundred Fifty Thousand $1,150,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Eleven Thousand Five Hundred $11,500.00, which equals One Million One Hundred Thirty-eight Thousand Five Hundred $1,138,500.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/26/24.
Date

APPROVED AS TO FORM:

City Attorney

7/24/24
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
0F0E740B7634C1...

By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/3/2024
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 74**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4072 $811,050.83 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 74, Eight Hundred Eleven Thousand Fifty Dollars And Eighty Three Cents ($811,050.83), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 207 of Section 35 of Chapter 81 of Laws 2020 to acquire rights of way and to plan, design, construct, improve, expand, purchase, equip and install way-finding and lighting systems, the restoration of two parks and a community garden, shade structures, bandstands and gateways in Klein park and the arts and cultural district in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Eight Hundred Eleven Thousand Fifty Dollars And Eighty Three Cents $811,050.83 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals Eight Hundred Eleven Thousand Fifty Dollars And Eighty Three Cents $811,050.83 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

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ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/31/24.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020574082504CC...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/7/2024
Date

APPROVED AS TO FORM:

City Attorney

7/26/24
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 294**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2936 $650,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 66, Section 28, Paragraph 294, Six Hundred Fifty Thousand ($650,000.00), from the General Fund 93100 to purchase, equip, install and implement an integrated system of cameras, surveillance equipment and information technology to develop a real-time crime center for the police department in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed Six Hundred Fifty Thousand $650,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Six Hundred Fifty Thousand $650,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 289,** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2931 $580,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 289, Five Hundred Eighty Thousand ($580,000.00), from the General Fund 93100 to plan, design, construct and renovate a domestic violence shelter in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed Five Hundred Eighty Thousand $580,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Five Thousand Eight Hundred $5,800.00, which equals Five Hundred Seventy-four Thousand Two Hundred $574,200.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

---

[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/15/24
Date

APPROVED AS TO FORM:

City Attorney — Date: 7/11/24

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...

By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

Date: _____

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

Docusign Envelope ID: 46BD0647-D17B-4E75-AAFF-585A782AEB4D

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

24-I2931 Agreement

Final Audit Report 2024-07-09

Created:	2024-07-05
By:	Sherriel Kelley (skelley@lascruces.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAAW11P3xpQMoDH5zqk-HQl5M09TG08d-sr

"24-I2931 Agreement" History

Document created by Sherriel Kelley (skelley@lascruces.gov)
2024-07-05 - 8:14:26 PM GMT

Document emailed to Gabriela Prats (gprats@lascruces.gov) for approval
2024-07-05 - 8:14:32 PM GMT

Document emailed to Jacqueline Rubalcava (jrubalcava@lascruces.gov) for approval
2024-07-05 - 8:14:32 PM GMT

Document emailed to David Sedillo (dsedillo@las-cruces.org) for approval
2024-07-05 - 8:14:33 PM GMT

Email viewed by Gabriela Prats (gprats@lascruces.gov)
2024-07-05 - 8:15:48 PM GMT

Document approved by Gabriela Prats (gprats@lascruces.gov)
Approval Date: 2024-07-05 - 8:16:42 PM GMT - Time Source: server

Email viewed by David Sedillo (dsedillo@las-cruces.org)
2024-07-05 - 8:53:53 PM GMT

Document approved by David Sedillo (dsedillo@las-cruces.org)
Approval Date: 2024-07-05 - 8:55:12 PM GMT - Time Source: server

Email viewed by Jacqueline Rubalcava (jrubalcava@lascruces.gov)
2024-07-09 - 7:29:52 PM GMT

Document approved by Jacqueline Rubalcava (jrubalcava@lascruces.gov)
Approval Date: 2024-07-09 - 7:31:17 PM GMT - Time Source: server

Agreement completed.
2024-07-09 - 7:31:17 PM GMT

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 82**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4080 $562,990.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 82, Five Hundred Sixty-two Thousand Nine Hundred Ninety ($562,990.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 219 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, renovate and equip the skate park in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Five Hundred Sixty-two Thousand Nine Hundred Ninety $562,990.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Five Hundred Sixty-two Thousand Nine Hundred Ninety $562,990.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/31/24.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/7/2024
Date

APPROVED AS TO FORM:

City Attorney

7/29/24
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost -- generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 290**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2932 $300,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 290, Three Hundred Thousand ($300,000.00), from the General Fund 93100 to plan, design, construct, furnish, equip and install improvements, including park improvements, at the East Mesa recreation complex in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed Three Hundred Thousand $300,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Three Hundred Thousand $300,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
    1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
    2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
    3. timely submit all required financial reports to its budgetary oversight agency (if any); and
    4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
    1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
    2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
    3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
    4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 71**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4069 $290,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 71, Two Hundred Ninety Thousand ($290,000.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 192 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, equip and install a multipurpose trail to connect Mesilla with the Las Cruces trail system in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Two Hundred Ninety Thousand $290,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Two Hundred Ninety Thousand $290,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/24/24.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
920E740B753A4C1...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

APPROVED AS TO FORM:

City Attorney 7/23/24 Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure Information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT "L"

Contract No. D20209
Vendor No. **0000054342**
Control No. **HW2L100595**

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Cruces** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L100595, and the Public Entity's resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Reconstruction, Construction Management

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Two Hundred Fifty Eight Thousand Two Hundred Dollars and No Cents ($258,200)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$193,650**	**$64,550**	**$258,200**
		Total Project Cost	**$258,200**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:
Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:
a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:
a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.
It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Mallery Manzanares 83E307B82C81449 Date: 07/19/24
Cabinet Secretary or Designee

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

By: DocuSigned by: Sundeyeet kaur CBDDF719FE734A2... Date: 07/19/24
Assistant General Counsel

City of Las Cruces

By: Ikani Taumoepeau Date: 7./24.

Title: City Manager

APPROVED AS TO FORM:

Attest: Christine Rivera
City of Las Cruces Clerk or Designee

City Attorney 7/11/24 Date

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
City of Las Cruces RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Las Cruces** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$258,200** to be funded in proportional share by the parties hereto as follows:

CN L100595 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund Pavement Rehabilitation/Improvements, Reconstruction, Construction Management	**$193,650**	**$64,550**	**$258,200**

WHEREAS, the **City of Las Cruces** shall pay all costs, which exceed the total project cost of **$258,200.**

NOW THEREFORE, **be** it resolved in official session that **City of Las Cruces** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2025** and the **City of Las Cruces** 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 the written agreement.
c. The agent of the **City of Las Cruces,** Ikani Taumoepeau, City Manager (name or title), shall have signature authority to bind the **City of Las Cruces** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Cruces** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Cruces** to enter into Cooperative Agreement for Project Control Number **L100595** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **W. Amador Ave. - Pavement Rehabilitation/Improvements, Reconstruction, Construction Management** within the control of **City of Las Cruces** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

E J E Mayor — 7/15/24
(PRINTED NAME, POSITION)
Eric Enriquez, Mayor — DATE

Christine Rivera City Clerk — 7/15/24
(PRINTED NAME, POSITION)
Christine Rivera, City Clerk — DATE

(PRINTED NAME, POSITION) — DATE

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 79**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4077 $175,668.43 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 79, One Hundred Seventy Five Thousand Six Hundred Sixty Eight Dollars And Forty Three Cents ($175,668.43), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 213 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, renovate, purchase, equip and install improvements at Pioneer Women's park in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed One Hundred Seventy Five Thousand Six Hundred Sixty Eight Dollars And Forty Three Cents $175,668.43 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals One Hundred Seventy Five Thousand Six Hundred Sixty Eight Dollars And Forty Three Cents $175,668.43 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
   i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
   ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/24/24.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

APPROVED AS TO FORM:

City Attorney 7/23/24 Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure Information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT "N"

Contract No. D20212
Vendor No. **0000054342**
Control No. **HW2L100618**

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Cruces** (Public Entity), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L100618**, and the Public Entity's resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Five Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and No Cents **($533,333)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$400,000**	**$133,333**	**$533,333**
		Total Project Cost	**$533,333**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
q. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1.**
r. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the **"Certification of Construction Phase"** form, attached as **Certification No. 2.**
s. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the **"AS BUILT Summary of Costs and Quantities"** form, attached as **Certification No. 3.** The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
t. Failure to timely provide **Certification Nos. 1, 2** and **3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2026.** In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, 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 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*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Mallery Manzanares 83F307B82C81449...
Cabinet Secretary or Designee

Date: 07/19/24

Recommended By District 1

DocuSigned by:
By: E6BF57F883E0404...
District Engineer

Date: 07/17/24

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

DocuSigned by:
By: Sunderjeet kaur CBDDF719FE734A2...
Assistant General Counsel

Date: 07/19/24

City of Las Cruces

By: Ikani Taumoepeau

Date: 7/1/24

Title: City Manager

Attest: Christine Rivera
Name and Title City Clerk

APPROVED AS TO FORM:

City Attorney

Date 7/1/24

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Las Cruces RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Las Cruces** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$533,333** to be funded in proportional share by the parties hereto as follows:

CN L100618 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Misc. Improvements	**$400,000**	**$133,333**	**$533,333**

WHEREAS, the **City of Las Cruces** shall pay all costs, which exceed the total project cost of **$533,333**.

NOW THEREFORE, be it resolved in official session that **City of Las Cruces** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **6/30/2026** and the **City of Las Cruces** 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 the written agreement.
c. The agent of the **City of Las Cruces**, Ikani Taumoepeau, City Manager (name or title), shall have signature authority to bind the **City of Las Cruces** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Cruces** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Cruces** to enter into Cooperative Agreement for Project Control Number **L100618** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **E. Lohman Ave/ S. Walnut Signal Improvement - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Misc. Improvements** within the control of **City of Las Cruces** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION) Eric Enriquez, Mayor	DATE 7/15/24
(PRINTED NAME, POSITION) Christine Rivera, City Clerk	DATE 7/15/24
(PRINTED NAME, POSITION)	DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100618

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition) Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):

    _____a. 20 year pavement design; or

    _____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):

    a. Lighting;
    b. signalization;
    c. storm sewer and lift station;
    d. landscape;
    e. road exchange; and
    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100618

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L100618** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as_____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 81**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4079 $100,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 81, One Hundred Thousand ($100,000.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 218 of Section 35 of Chapter 81 of Laws 2020 to acquire land, rights of way and easements and to plan, design, construct, equip, purchase and install a new skate park in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed One Hundred Thousand $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Thousand $100,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

   a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

   b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

   c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

   d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
   i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
   ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/24/24.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
1020E740B233404...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

APPROVED AS TO FORM:

7/23/24
City Attorney Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 296**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2938 $100,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 296, One Hundred Thousand ($100,000.00), from the General Fund 93100 to plan, design, construct, purchase, furnish, equip and install park renovations, including trails, in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Thousand $100,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/12/24.
Date

APPROVED AS TO FORM:

City Attorney

7/16/24
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
0205740B753A4C1...

By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

Docusign Envelope ID: 46BD0647-D17B-4E75-AAFF-585A782AEB4D

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, Including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

Docusign Envelope ID: 46BD0647-D17B-4E75-AAFF-585A782AEB4D

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

PR-FY25 24-I2938 DFA Agreement

Final Audit Report 2024-07-16

Created:	2024-07-11
By:	Sherriel Kelley (skelley@las-cruces.org)
Status:	Approved
Transaction ID:	CBJCHBCAABAAwNiJiNgSLdMLIO0xjbLCtyiI84BcK7Xd

"PR-FY25 24-I2938 DFA Agreement" History

Document created by Sherriel Kelley (skelley@las-cruces.org)
2024-07-11 - 3:30:24 PM GMT

Document emailed to Gabriela Prats (gprats@lascruces.gov) for approval
2024-07-11 - 3:30:33 PM GMT

Email viewed by Gabriela Prats (gprats@lascruces.gov)
2024-07-11 - 6:31:56 PM GMT

Document approved by Gabriela Prats (gprats@lascruces.gov)
Approval Date: 2024-07-11 - 6:49:13 PM GMT - Time Source: server

Document emailed to Jacqueline Rubalcava (jrubalcava@lascruces.gov) for approval
2024-07-11 - 6:49:17 PM GMT

Email viewed by Jacqueline Rubalcava (jrubalcava@lascruces.gov)
2024-07-15 - 6:30:48 PM GMT

Document approved by Jacqueline Rubalcava (jrubalcava@lascruces.gov)
Approval Date: 2024-07-15 - 6:32:38 PM GMT - Time Source: server

Document emailed to Steven Bingham (sbingham@lascruces.gov) for approval
2024-07-15 - 6:32:42 PM GMT

Email viewed by Steven Bingham (sbingham@lascruces.gov)
2024-07-16 - 0:11:45 AM GMT

Document approved by Steven Bingham (sbingham@lascruces.gov)
Approval Date: 2024-07-16 - 0:12:08 AM GMT - Time Source: server

Document emailed to David Sedillo (dsedillo@las-cruces.org) for approval
2024-07-16 - 0:12:10 AM GMT

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Email viewed by David Sedillo (dsedillo@las-cruces.org)
2024-07-16 - 1:15:24 PM GMT

Document approved by David Sedillo (dsedillo@las-cruces.org)
Approval Date: 2024-07-16 - 1:15:49 PM GMT - Time Source: server

Agreement completed.
2024-07-16 - 1:15:49 PM GMT

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ATTACHMENT "Q"

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES,** hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 291**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2933 $100,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 291, One Hundred Thousand ($100,000.00), from the General Fund 93100 to plan, design, construct, purchase, furnish and equip fire station 9 in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Thousand $100,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

---

[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepea
(Print Name)

Its: City Manager
(Title)

7/19/24
Date

APPROVED AS TO FORM:

City Attorney

7/16/24
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
920E740B753A4C1...

By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/26/2024
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, Including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 72**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4070 $75,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 72, Seventy-five Thousand ($75,000.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 204 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, furnish and equip a multipurpose trail with the Tortugas trail development in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Seventy-five Thousand $75,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Seventy-five Thousand $75,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES**."

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/26/24
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Docusigned by:
Jeannette Gallegos
020E740B753A4C2...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/3/2024
Date

APPROVED AS TO FORM:

City Attorney

7/26/24
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 73,** the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4071 $74,782.42 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 73, Seventy Four Thousand Seven Hundred Eighty Two Dollars And Forty Two Cents ($74,782.42), from the General Fund 93100 The time of expenditure for the local government division project originally authorized in Subsection 203 of Section 34 of Chapter 277 of Laws 2019 to plan, design, construct and equip a parking garage in Las Cruces in Dona Ana county and reauthorized in Laws 2022, Chapter 52, Section 52 to plan, design, construct, furnish, equip and install improvements, including related infrastructure, to the Amador hotel in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Seventy Four Thousand Seven Hundred Eighty Two Dollars And Forty Two Cents $74,782.42 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals Seventy Four Thousand Seven Hundred Eighty Two Dollars And Forty Two Cents $74,782.42 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: grants@lascruces.gov
Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
Name: Gabriela M. Prats
Title: Grant Manager
Address: 700 N Main St, Las Cruces, NM 88001-1120
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

Docusign Envelope ID: 16F8C3D3-0F37-4B54-A41A-9A931EE50CD9

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Docusign Envelope ID: 16F8C3D3-0F37-4B54-A41A-9A931EE50CD9

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/31/2024.
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/7/2024
Date

APPROVED AS TO FORM:

City Attorney

7/26/24
Date

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Sponsorship Agreement

THIS AGREEMENT, is made and entered into by State of New Mexico Tourism Department (NMTD), hereinafter referred to as the "Sponsor," and the **City of Las Cruces**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

WHEREAS, in Chapter 69, Section 5, Item 67 of the New Mexico Laws of 2024, the New Mexico Legislature awarded to NMTD a special appropriation for air shows in New Mexico.

THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Partnership**

   A. Sponsor shall pay Partner a Sponsorship of $200,000 in support of the **Las Cruces Air and Space Expo** ("Event") to be held in Las Cruces, New Mexico on October 19-20, 2024, at the Las Cruces International Airport.

   B. Partner shall provide all elements listed in **Exhibit A** and ensure that promotion of the *New Mexico True* brand ("Brand") shall be included in all appropriate venues and opportunities in accordance with the requirements listed in **Exhibit A**.

2. **Term and Termination.**

   A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on **June 30, 2025**, unless terminated pursuant to the conditions listed below.

   B. Sponsor may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.

   C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

   D. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Sponsor to the Partner. Sponsor's decision as to whether sufficient appropriations are available shall be accepted by Partner and shall be final. If Sponsor proposes an amendment to the Agreement to unilaterally reduce funding, Partner shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

3. **Grant of Rights.**

   A. Throughout the term of this Agreement, Sponsor grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the *New Mexico True* brand ("**Brand**") in furtherance of the Partner's promotion and advertising of the Event. This includes but is not limited

to the creation and distribution of event-related merchandise, on-site signage, and print/digital advertising efforts.

B. Brand usage must be approved by Sponsor prior to use and Partner must adhere to relevant Brand guidelines, which will be provided upon execution of this agreement.

C. Partner will provide samples of Partner's use of the Brand for all on-site and promotional advertising within 15 days of use and if such use does not conform to relevant Brand guidelines Partner will make such changes as shall be requested by Sponsor.

D. Sponsor may use Partner's brand or mark upon prior written approval of Partner.

4. Quality Control.
Sponsor shall have the right, at all reasonable times, to inspect Partner's goods, services and promotional activities employing the Brand logo to ensure that such use is of proper quality and otherwise consistent with this Agreement. Sponsor may terminate this Agreement should it determine that the use is inconsistent with this Agreement.

5. Force Majeure.
Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to Sponsor, and Partner will offer mutually agreeable amendments to **Exhibit A**. Until such time as this Agreement is amended, Sponsor will withhold payment of Sponsorship Fee.

6. Liability.
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 either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

7. Audit.
For audit purposes, all records will be made available to NMTD or any authorized representative of NMTD and said records will be maintained and retained for three (3) years after closeout of the program. Partner agrees that all records shall be made available to NMTD at no additional charge for such information. Partner also agrees to provide NMTD, or any of their authorized representatives access to any books, documents, papers, and records of Partner which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Partner agrees to permit NMTD to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

8. Merger.
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 agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Assignment.
Partner shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Sponsor.

10. Amendment.
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories. If Sponsor proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Partner shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement or agree to the reduced funding.

11. Applicable law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Partner acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. Partner agrees to comply with all applicable federal and state laws.

12. Binding authority.
Sponsor and Partner represent and warrant that the person whose signature appears below in each respective instance is duly authorized to execute this Agreement and legally bind the organization under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the final date of the signatures listed below.

Signed by:
By: Ikani Taumoepeau 84CCB30FA2524C3... Date: 9/18/2024
Ikani Taumoepeau, City Manager
City of Las Cruces

Approved for legal sufficiency:

DocuSigned by:
By: Novela Salazar B422D3B3622C4B6... Date: 9/18/2024
Novela Salazar, General Counsel NMTD

DocuSigned by:
By: Rayline Sebay 6122E56AC4444C2... Date: 9/18/2024
Rayline Sebay, CPO, ASD NMTD

DocuSigned by:
By: Jennifer Saavedra B83BA2BC2F7E403... Date: 9/18/2024
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

EXHIBIT A

1. SPONSORSHIP ELEMENTS. Partner shall provide the following to Sponsor:

A. Event: Las Cruces Air and Space Expo
B. Placement and appearance of *New Mexico True* brand ("Brand"), #NewMexicoTRUE, and link to www.NewMexico.org on Partner's website, social media sites, email, digital and print marketing materials, press releases and all other promotional or communication materials distributed or verbalized by Partner, related to the Event with the review and approval of Sponsor.
C. Additionally, Partner will provide the following:
    i. Sponsor "Brand" tagline: "Presented by New Mexico True"
    ii. Logo representation on website
    iii. Logo representation on print posters and programs
    iv. Logo representation in print, TV, radio, and digital advertising
    v. Up to 12 banner placements on the fencing on-site
    vi. 10 PA announcements per day
    vii. Logo placement on one promotional item at the event — item and logo placement subject to approval by NMTD
D. As an official Sponsor of Las Cruces Air and Space Expo, the Sponsor shall have use of Partner's trademarks/logos as a corporate symbol, including any and all applications relating to public relations campaigns, advertising campaigns and sales campaigns until November 30, 2025.
E. In addition to the above elements, Partner must also agree to the following:
    i. Prior to the Event, Partner shall prepare a safety plan describing the specific nature of the safety measures to be taken in the event of an emergency, as well as the site security details. Partner shall ensure that any activities carried out are in accordance with all applicable laws, rules, safe practices, and protections.
    ii. Acknowledge that there shall be no advertising of alcoholic beverages, drugs, or material which is defamatory, threatening, offensive and/or unlawful within the immediate vicinity of Sponsor signage or booth space.

2. EVENT REPORT. Partner shall submit the following pertinent information in a final event report to Sponsor at jennifer.saavedra1@td.nm.gov :
A. Attendance
    i. Number of attendees at event
    ii. If this is a repeat event, how was this different from last event?
    iii. How was this number calculated?
B. Economic Impact
    i. How did this event have an economic impact on the community (please provide data source or methodology)?
    ii. How did sponsorship from the New Mexico Tourism Department contribute to that impact?
C. Brand Integration
    i. How did you integrate the *New Mexico True* brand into marketing and promotion materials for the event?
    ii. How did you integrate the *New Mexico True* brand into the event itself?
D. Supporting Documents. Partner shall provide the following to Sponsor:
    i. Copies of all advertisements and promotional materials containing the Brand.
    ii. Photos of the Brand usage at the event.
E. Invoice. Partner shall provide an invoice to:
    New Mexico Tourism Department
    491 Old Santa Fe Trail

Santa Fe, New Mexico 87501
Email: TD.AccountsPayable@state.nm.us

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
693JK32440035NGDI			20.708

5. Awarded To	6. Sponsoring Office	7. Period of Performance
CITY OF LAS CRUCES 700 N MAIN ST # 3134 LAS CRUCES NM 880011120	PIPELINE AND HAZARDOUS MATERIALS SA Office of Pipeline Safety (PHP) 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590	06/18/2024 through 06/17/2029

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other		PH956-24-0094

11. Remittance Address	12. Total Amount	13. Funds Obligated
CITY OF LAS CRUCES Attn: CITY OF LAS CRUCES PO BOX 20000 WRONG - DO NOT USE LAS CRUCES NM 88004	Govt. Share: $10,000,000.00 Cost Share : $0.00 Total : $10,000,000.00	This action: $10,000,000.00 Total : $10,000,000.00

14. Principal Investigator	15. Program Manager	16. Administrator
	SHAKIRA MACK Phone: 202-366-5090	PIPELINE AND HAZARDOUS MATERIALS SA Acquisition Services Division 1200 New Jersey Avenue SE, East Bldg, 3r Washington DC 20590

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
	PHMSA Delphi eInvoicing System https://einvoice.esc.gov	

20. Accounting and Appropriation Data

14021122B1.2024.PSGRT05010.50D0200000.41010.61000000.0000000000.0000000000.0000000000.0000000000

21. Research Title and/or Description of Project

City of Las Cruces FY 2022

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign Same Digneto for IT		25. Signature of Grants/Agreements Officer	
23. Name and Title Ikani Taumoepeau, City Manager	24. Date Signed 7/5/24	26. Name of Officer DAMOND SMITH	27. Date Signed

APPROVED AS TO FORM:

City Attorney — Date 7/1/24

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	693JK32440035NGDI	2	2

NAME OF OFFEROR OR CONTRACTOR
CITY OF LAS CRUCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: J3ZLWA2K1X47 The purpose of this Agreement is to award a new grant under the Natural Gas Distribution Infrastructure & Safety Modernization (NGDISM) grant program to the City of Las Cruces. Within 90 days of executing the award agreement, City of Las Cruces will submit a revised grant application reflecting the reduced award amount of 10M. Prepay Indicate: YES				
00001	City of Las Cruces - Natural Gas Distribution Infrastructure Safety Modernization (NGDISM) Grant. Obligated Amount: $10,000,000.00 POINTS OF CONTACT: Grants Management Contact: Dana White, 771-200-6062, dana.white@dot.gov ESC Payment Questions: Valerie Godsey, (405) 954-9391, valerie.godsey@faa.gov The obligated amount of award: $10,000,000.00. The total for this award is $10,000,000.00.				10,000,000.00

PHMSA FY22 NGDISM Grant Terms and Conditions

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PHMSA FY22 NGDISM Grant Terms and Conditions

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, Div. J (Nov. 15, 2021) (the "IIJA") made funds available to the Pipeline and Hazardous Materials Safety Administration ("PHMSA") to carry out the Natural Gas Distribution Infrastructure Safety and Modernization ("NGDISM") Grant Program by providing Federal financial assistance to municipality or community owned utilities (not including for-profit entities) to repair, rehabilitate, or replace their natural gas distribution pipeline systems or portions thereof or to acquire equipment to (1) reduce incidents and fatalities and (2) avoid economic losses.

On May 24, 2022, PHMSA posted a Notice of Funding Opportunity (the "NOFO") on Grants.gov soliciting applications for the Fiscal Year 2022 NGDISM Grant Program. On April 5, 2023, PHMSA announced provisional award selections under the NOFO.

These General Terms and Conditions govern the rights and obligations of PHMSA and the entity named in PHMSA's Assistance Agreement's, Box 5 Awarded To of (the "Recipient") with respect to the Recipient's Fiscal Year 2022 NGDISM award.

ARTICLE 1 - PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible Fiscal Year 2022 NGDISM project to repair, rehabilitate, or replace a municipality- or community-owned natural gas distribution pipeline system or portions thereof or to acquire equipment to (1) reduce incidents and fatalities and (2) avoid economic losses. The parties will accomplish that purpose by achieving the following objectives:

(a) timely completing the Project; and

(b) ensuring that this award does not substitute for non-Federal investment in the Project.

ARTICLE 2 - PHMSA ROLE

2.1 PHMSA Responsibilities. PHMSA will administer this agreement on behalf of the United States Department of Transportation ("USDOT"). PHMSA is responsible for the overall administration of the NGDISM program and any modifications to this agreement.

ARTICLE 3 - RECIPIENT ROLE

3.1 Statements on the Project. The Recipient represents that:

(a) all material facts in the Recipient's Initial Application (as defined in Section 21.4) were accurate when that application was submitted; and

(b) if the Recipient submitted a Final Application (as defined in Section 21.4), all material facts in the Recipient's Final Application are accurate as of the date of

this agreement, and that the Final Application documents all material changes in the information contained in the Initial Application.

3.2 Statements on Authority and Capacity. The Recipient represents that:

(a) it has the authority to receive Federal financial assistance under this agreement;

(b) it has the legal authority to complete the Project;

(c) it has the ability or capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(d) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement, applicable Federal law, and applicable pipeline safety regulations; and

(e) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the representations in this Article 3 and in section 16.13 on behalf of the Recipient.

3.3 PHMSA Reliance. The Recipient acknowledges that:

(a) PHMSA relied on statements of fact in the Initial Application to select the Project to receive this award;

(b) PHMSA relied on statements of fact in the Initial Application to determine that the Recipient and the Project are eligible under the terms of the NOFO and the program statute;

(c) PHMSA relied on statements of fact in the Initial Application and/or the Final Application, and this agreement to establish the terms of this agreement; and

(d) PHMSA's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal and State laws, regulations, and policies that are applicable to PHMSA projects.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement, or any action that would affect the Recipient's eligibility for the NGDISM program, without PHMSA's prior written approval.

(b) The Recipient shall act promptly, in a manner acceptable to PHMSA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

ARTICLE 4 - AWARD AMOUNT, OBLIGATIONS, AND TIME PERIODS

4.1 Federal Award Amount. PHMSA hereby awards a NGDISM Grant to the Recipient in the amount described in PHMSA Assistance Agreement Box 12, Total Amount.

4.2 Budget Period. This award will have one budget period, which will run concurrently with the Period of Performance described in section 4.3. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

4.3 Period of Performance. The Period of Performance for this award begins and ends on the dates stated in PHMSA's Assistance Agreement's Box 7, Period of Performance. In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5 - STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify PHMSA in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. As described in sections 5.2 through 5.4, the Recipient shall request a modification of this agreement as necessary.

5.2 Scope and Statement of Work Changes. If the Project's scope or activities differ from the scope or activities described in the Recipient's Initial and/or Final Application, then the Recipient shall request a modification of this agreement to update the Recipient's Initial and/or Final Application.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the Period of Performance or the project schedule in the Recipient's Initial and/or Final Application, as applicable:

(a) a completion date for the overall Project or a milestone of the Project is listed in the Recipient's Initial and/or Final Application, and the Recipient's estimate for

that milestone changes to a date that is more than six months after the date listed in the Recipient's Initial and/or Final Application; or

(b) a schedule change would require the Period of Performance to continue after the Period of Performance listed in section 4.3.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project;

(2) PHMSA will not increase the amount of this award to address any funding shortfall; and

(3) the Recipient shall notify PHMSA, in writing, if the Recipient anticipates being unable to fully complete the Project due to the increased cost.

(b) If there are Project Cost Savings, then the Recipient may propose to PHMSA, in writing consistent with PHMSA's requirements, to include in the Project specific additional activities that are within the scope of the Recipient's approved National Environmental Policy Act ("NEPA") document, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "Project Cost Savings" means the difference between the actual allowable project costs and the Federal Award Amount listed in section 4.1, but only if the actual allowable project costs are lower than the Federal Award Amount.

(c) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(b) or PHMSA does not accept the Recipient's proposal under section 5.4(b), then:

(1) the Recipient shall request a modification of this agreement to reduce the Federal Award Amount listed in section 4.1 by the amount of the Project Cost Savings; and

(2) if PHMSA had reimbursed costs exceeding the reduced Federal Award Amount, the Recipient shall refund to PHMSA the difference between the reimbursed costs and the reduced Federal Award Amount.

(d) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(c)(2) constitute a debt to the Federal Government that PHMSA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 PHMSA Acceptance of Changes. PHMSA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the NGDISM program and PHMSA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless PHMSA accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6 - GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to PHMSA using the process required by PHMSA.

6.2 Alternative Reporting Methods. PHMSA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by PHMSA.

6.3 Paperwork Reduction Act Notice. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7 - PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications. On or before the 20th day of the first month of each calendar year quarter and until the end of the Period of Performance, the Recipient shall submit to PHMSA a Quarterly Project Progress Report in the format and with the content required by PHMSA. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

7.2 Final Progress Reports and Financial Reporting. No later than 120 days after the end of the Period of Performance, the Recipient shall submit:

(a) a Final Project Progress Report in the format and with the content required by PHMSA; and

(b) any other information required under PHMSA's award closeout procedures.

ARTICLE 8 - PERFORMANCE MEASUREMENT

8.1 Site Visits and Desk Audits. There will be at least one site visit per recipient during the Period of Performance, with the option of additional site visits/desk audits if needed to address deficiencies and/or more complex issues that require face-to-face technical assistance.

8.2 Compliance with Pipeline Safety Regulations. The Recipient must ensure that the Project is completed in accordance with applicable pipeline safety laws and regulations, including the notification requirements in 49 C.F.R. 191.22(c) as applicable.

ARTICLE 9 - NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

(a) If PHMSA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, PHMSA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and PHMSA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If PHMSA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) PHMSA may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, PHMSA must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

(a) If PHMSA makes a final determination of noncompliance under section 9.1, PHMSA may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to PHMSA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, PHMSA must provide a written notice to the Recipient that describes the remedy, but PHMSA may make the remedy effective before the Recipient receives that notice.

(c) If PHMSA determines that it is in the public interest, PHMSA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), PHMSA may elect to consider the interests of only PHMSA.

(e) The Recipient acknowledges that amounts that PHMSA requires the Recipient to refund to PHMSA due to a remedy under this section 9.2 constitute a debt to the Federal Government that PHMSA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under this agreement to the USDOT Inspector General or other appropriate oversight entities.

ARTICLE 10 - AGREEMENT TERMINATION

10.1 PHMSA Termination.

(a) PHMSA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) a completion date for the Project or a component of the Project is listed in the Recipient's Initial and/or Final Application and the Recipient fails to meet that milestone by six months after the date listed in the Recipient's Initial and/or Final Application;

(2) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in the Recipient's Initial and/or Final Application, even if it is beyond the reasonable control of the Recipient;

(3) circumstances cause changes to the Project that PHMSA determines are inconsistent with PHMSA's basis for selecting the Project to receive an NGDISM Grant; or

(4) PHMSA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, PHMSA may elect to consider only the interests of PHMSA.

(c) This section 10.1 does not limit PHMSA'S ability to terminate this agreement as a remedy under section 9.2.

(d) The Recipient may request that PHMSA terminate the agreement under this section 10.1.

10.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "Project Closeout" means the date that PHMSA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish PHMSA's authority to disallow costs, including costs that PHMSA reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the Period of Performance described under section 4.3 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit PHMSA's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11 - MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 NGDISM Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 PHMSA Record Access. PHMSA may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 12 - CONTRACTING

12.1 Procurement Standards.

(a) The Recipient agrees that it will comply with the provisions of 2 C.F.R. 200.317 through 200.327 ("Procurement Standards") when acquiring property or services required under this award.

(b) The Recipient agrees that prior to acquiring property or services required under this award, the Recipient shall establish documented procurement procedures consistent with the Procurement Standards.

12.2 Buy America.

(a) The Project is subject to the domestic preference requirement in § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), which requires that all steel, iron, manufactured products, and construction materials used in the project be produced in the United States. The Recipient agrees to comply with this domestic preference requirement as implemented by applicable OMB, USDOT, and PHMSA guidance and regulations.

(b) The Recipient shall include the substance of section 12.2 in all contracts and purchase orders for work or products under this award.

12.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.4 Government-wide Debarment and Suspension (Non-Procurement).

(a) The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website before entering into a contract. https://www.sam.gov. No contracts may be issued to an entity or person identified in the "list of parties excluded from federal procurement or non-procurement programs."

(b) 2 C.F.R. 1200 "Non-procurement Suspension and Debarment" is incorporated by reference into this award.

(c) The Recipient must notify PHMSA, in writing, in a timely manner if the Recipient discovers it has entered into a Covered Transaction (as defined in 2 C.F.R. 180.200) with an entity or person identified in the "list of parties excluded from federal procurement or non-procurement programs."

(d) If the Recipient maintains a list of entities or persons with which the Recipient does not transact business, the Recipient must notify PHMSA, in writing, whenever the Recipient adds an entity or person to such list, and must describe the basis for adding such entity or person.

12.5 Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HUBZone Areas.

(a) It is USDOT policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone as determined by the U.S. Small Business Administration (sba.gov). USDOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

(b) The Recipient is encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are contracted with when possible.

(c) Affirmative steps include:

(1) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;

(2) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran- owned or located in a HUBZone are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women- owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

ARTICLE 13 - COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, PHMSA shall not provide funding greater than the amount provided under section 4.1. The Recipient acknowledges that PHMSA is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Project Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period described in section 4.2.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless the Recipient receives written approval from PHMSA, and such costs would have been allowable if incurred during the budget period described in section 4.2.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if PHMSA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under this award unless approved in advance in writing by PHMSA.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the NGDISM Program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into a legally binding obligation for that cost.

13.7 eInvoicing. Recipients of PHMSA grants must use the USDOT Delphi eInvoicing System.

(1) The Recipient must:

(a) Have internet access to register and submit payment requests through the Delphi eInvoicing system; and

(b) Submit payment requests electronically and receive payment electronically.

(2) System User Requirements:

(a) The Recipient should contact PHMSA to sign up for the Delphi eInvoicing System. PHMSA will provide the Recipient's name and email address to the USDOT Financial Management Office. The USDOT Financial Management Office will then invite the Recipient to sign up for the system.

(b) USDOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:
DOT Enterprise Services Center
MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html)

(c) USDOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the USDOT eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

13.8 Payments. Reimbursement payments will be made after the electronic receipt via the USDOT eInvoicing System of either "Request for Advance or Reimbursement" (Standard Form 270 for non-construction projects) or "Outlay Report and Request for Reimbursement for Construction Programs" (Standard Form 271 for construction projects).

(a) Method of Payment.

(1) PHMSA will make all payments under this agreement by electronic funds transfer (EFT), except as provided by section 13.8(a)(2). As used in this section 13.8, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) If PHMSA is unable to release one or more payments by EFT, the Recipient agrees either to:

(A) Accept payment by check or some other mutually agreeable method of payment; or

(B) extend the payment due date until such time as PHMSA can make payment by EFT (but see section 13.8(d)).

(b) Recipient's EFT information. PHMSA will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into SAM at: https://www.sam.gov.

(c) Mechanisms for EFT payment. PHMSA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 C.F.R. Part 210.

(d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, then PHMSA is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

(e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified PHMSA of the payment receiving point applicable to this agreement, PHMSA will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because PHMSA used the Recipient's EFT information incorrectly, PHMSA remains responsible for:

(A) making a correct payment;

(B) paying any prompt payment penalty due; and

(C) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of PHMSA's release of the EFT payment transaction instruction to the Federal Reserve System, and

(A) if the funds are no longer under the control of the payment office, PHMSA is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or

(B) If the funds remain under the control of the payment office, PHMSA will not make payment, and the provisions of section 13.8(d) will apply.

(g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) [Reserved.]

(i) Liability for change of EFT information by financial agent. PHMSA is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.

(j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. PHMSA may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, PHMSA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with section 13.8(a), the Government will mail the payment information to the remittance address contained in the SAM database.

13.9 Information Supporting Expenditures.

(a) When requesting reimbursement of costs incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) and shall submit supporting cost details as required by PHMSA.

(b) If the Recipient submits a request for reimbursement that PHMSA determines does not include or is not supported by sufficient detail, PHMSA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Indirect Cost Rate.

(a) The indirect cost rate to be charged to this award is determined according to the Recipient's Indirect Cost Rate Proposal If the Recipient does not currently have an Indirect Cost Rate Proposal, the de minimis rate of 10% of modified total direct costs shall apply, per 2 C.F.R. 200.414(f).

(b) For questions regarding Indirect Cost Rate Agreements, the Recipient should contact its cognizant agency for indirect costs, as defined in 2 C.F.R. 200.1. If PHMSA is the Recipient's cognizant agency for indirect costs, the Recipient may contact Cristina Keating at Cristina.Keating@dot.gov.

ARTICLE 14 - LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation. NGDISM Program funding that is obligated for this award remains available until 120 days after the end of the Period of Performance. At its discretion, PHMSA may extend the time that funding obligated for this award remains available under this agreement by notifying the Recipient in writing.

ARTICLE 15 - AGREEMENT MODIFICATIONS

15.1 Bilateral Modification. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by PHMSA and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

15.2 PHMSA Unilateral Modifications.

(a) PHMSA may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 15.2, PHMSA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.3 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1 or 15.2. If an amendment, modification, or supplement is not permitted under section 15.1 and not permitted under section 15.2 it is void.

ARTICLE 16 - FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

16.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

16.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

16.3 Federal Freedom of Information Act.

(a) PHMSA is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that their Initial and/or Final Application and materials submitted to PHMSA by the Recipient related to this agreement may become PHMSA records subject to public release under 5 U.S.C. 552.

16.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

16.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

16.6 Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements.

(a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

(b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of paragraph (a).

(c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of

funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein. PHMSA may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

16.7 Executive Orders. The Recipient certifies it will comply with the following Executive Orders in administering Federal funds under this agreement: EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; EO 12898, Federal Actions to Address Environmental Justice in Minority Populations; EO 13990, Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis; EO 14052, Implementing the Infrastructure Investment and Jobs Act; and EO 14008, Tackling the Climate Crisis at Home and Abroad.

16.8 National Environmental Policy Act.

(a) The Recipient represents that all information provided to PHMSA as part of the Environmental Review process required under the National Environmental Policy Act ("NEPA") was current, accurate, and complete at the time it was submitted to PHMSA, to the best of the Recipient's knowledge. The Recipient acknowledges that PHMSA relied on the information provided by the Recipient in approving the Project, and that Project approval under NEPA was a necessary precondition to this Federal award.

(b) The Recipient shall complete any mitigation activities described in the Recipient's approved NEPA document, including the terms and conditions contained in the required permits and authorizations for the Project. The Recipient is responsible for obtaining any such permits and authorizations required by local, State, or Federal law.

(c) If, at any point during the Period of Performance described in section 4.3, the scope of the PHMSA-funded Project is expanded beyond what is described in the Recipient's approved NEPA document, or if the anticipated impacts of the Project expand beyond what is described in the Recipient's approved NEPA document, then the Recipient shall coordinate with PHMSA to perform an additional Environmental Review covering the expanded Project scope or additional anticipated impacts, at PHMSA's sole discretion. The Recipient shall request a modification under section 15.1 to amend the Recipient's approved NEPA document to reflect the additional Environmental Review.

16.9 Labor and Work. In carrying out the Project, the Recipient is encouraged to make its best efforts, to the full extent possible consistent with law, to create good-paying jobs with the free and fair choice to join a union and with the incorporation of higher labor standards.

16.10 Critical Infrastructure Security and Resilience. Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in the planning, design, and oversight of the Project.

16.11 811, Call Before You Dig Program. Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and contractors when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the 811 – Call Before You Dig section of PHMSA's website at www.phmsa.dot.gov.

16.12 External Award Terms and Condition.

(a) In addition to this document and the contents described in article 25, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. Part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. Part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. 200.113: Mandatory Disclosures;

(4) 2 C.F.R. 175.15(b): Trafficking in Persons; and

(5) Appendix XII to 2 C.F.R. Part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. Part 20: New Restrictions on Lobbying;

(2) Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

(3) 49 C.F.R. Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(4) 49 C.F.R. Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(5) Subpart B of 49 C.F.R. Part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

16.13 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(a) USDOT Standard Title VI/Non-Discrimination Assurances.

(b) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 17 - ASSIGNMENT

17.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 18 - WAIVER

18.1 Waivers.

(a) A waiver of a term of this agreement granted by PHMSA will not be effective unless it is in writing and signed by an authorized representative of PHMSA.

(b) A waiver of a term of this agreement granted by PHMSA on one occasion will not operate as a waiver on other occasions.

(c) If PHMSA fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 19 - ADDITIONAL TERMS AND CONDITIONS

19.1 Disclaimer of Federal Liability. PHMSA shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

19.2 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. Part 24, Subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. Part 24, Subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. Part 24, Subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. Part 24, Subpart E.

19.3 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project, the Recipient shall request disposition instructions from PHMSA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

19.4 Notice of News Releases, Public Announcement, and Presentations. The Recipient must have PHMSA's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this agreement before issuance.

19.5 Reporting Fraud, Waste, or Abuse. The USDOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

USDOT Inspector General
1200 New Jersey Ave SE
West Bldg., 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: http://www.oig.dot.gov/Hotline

19.6 Project Signage

(a) As a requirement of this award, the Recipient must place a sign at each construction site supported under this award that informs the public that the project is funded wholly or in part by funds provided by the "Bipartisan Infrastructure Law." The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition through the period of performance.

(b) PHMSA will be responsible for the design, procurement, and delivery of the required signage to the Recipient. The Recipient is required to place the signage at each construction site supported under this award within 30 calendar days of receipt of the signage from PHMSA, or within 30 calendar days of the start of construction. The Recipient may remove the signage upon completion of the period of performance. The Recipient agrees to coordinate with PHMSA as necessary to facilitate the timely receipt and placement of the required signage.

(c) In addition to the Recipient's approved budget included in Exhibit 1, PHMSA will provide additional funding to this award to be used for the cost of the required signage. The cost of the required signage shall be considered an allowable cost under this award, and upon delivery of the signage to the Recipient pursuant to section 19.6(b), PHMSA will deduct this additional funding from the award.

ARTICLE 20 - MANDATORY AWARD INFORMATION

20.1 Information Contained In a Federal Award. For 2 C.F.R. 200.211:

(a) the "Federal Award Date" is the date of this agreement, as defined under section 22.2;

(b) the "Assistance Listings Number" is 20.708 and the "Assistance Listings Title" is "Natural Gas Distribution Infrastructure Safety and Modernization Grant Program"; and

(c) this award is not for research and development.

20.2 Federal Award Identification Number. The Federal Award Identification number is set forth in PHMSA's Assistance Agreement Box 1, Award No.

20.3 Recipient's Unique Entity Identifier. The Recipient's Unique Entity Identifier is defined in PHMSA's Assistance Agreement.

ARTICLE 21 - CONSTRUCTION AND DEFINITIONS

21.1 Incorporation by Reference. This agreement incorporates the following documents by reference:

(1) The Recipient's Initial Application (as defined in Section 21.4), and if a Final Application was submitted, the Recipient's Final Application (as defined in Section 21.4);

(2) The Recipient's signed Standard Forms 424 and 424C pertaining to this project;

(3) The Recipient's signed USDOT Standard Title VI Assurances;

(4) The Recipient's signed Certification Regarding Lobbying;

(5) The PHMSA-approved NEPA Document pertaining to this Project;

(6) The Recipient's Indirect Cost Rate Proposal (if applicable)

21.2 Construction.

(a) In these General Terms and Conditions, unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions; and,

(b) If a provision in the Recipient's Initial and/or Final Application conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

21.3 Integration. This agreement and all documents incorporated by reference herein or included as part of this grant award package constitute the entire agreement of the parties relating to the NGDISM Program and awards under that program for the Project and supersede any previous agreements, oral or written, relating to the NGDISM Program and awards under that program for the Project.

21.4 Definitions. In this agreement, the following definitions apply:

"General Terms and Conditions" means this document, including articles 1–22.

"NGDISM Grant" means an award of funds that were made available under the Natural Gas Distribution Infrastructure Safety and Modernization NOFO.

"Initial Application" means the application submitted by the Recipient via Grants.gov prior to the close of the Fiscal Year 2022 NGDISM Notice of Funding Opportunity.

"Final Application" means the application submitted by the Recipient to PHMSA, at PHMSA's request, after the close of the Fiscal Year 2022 NGDISM Notice of Funding Opportunity.

"Program Statute" means the section titled "Natural Gas Distribution Infrastructure Safety and Modernization Grant Program" in Division J of the Infrastructure Investment and Jobs Act, Public Law 117-58.

"Project" means the project described in the Final Application, as modified by the negotiated provisions of this agreement.

ARTICLE 22 - AGREEMENT EXECUTION AND EFFECTIVE DATE

22.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

22.2 **Effective Date.** The agreement will become effective when all parties have signed PHMSA's Assistance Agreement. The date of this agreement will be the date PHMSA's Assistance Agreement is signed by the last party to sign it. This instrument constitutes an NGDISM Grant when PHMSA's authorized representative signs PHMSA's Assistance Agreement.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	City of Las Cruces
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	Mr.
* First Name:	Ifo
Middle Name:	
* Last Name:	Pili
Suffix:	
* Title:	City Manager
* SIGNATURE:	Amy J Bassford
* DATE:	08/05/2022

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
SC-*24*20 LAS CRUCES SEPTIC TANK REPLACEMENT--EXTEND TIME--SEVERANCE TAX BONDS.--
SAP 24-I4078-STBR

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Las Cruces hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 65, Section 80, Subsection the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I4078-STBR $287,680.46 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 80, Subsection , Two Hundred Eighty Seven Thousand Six Hundred Eighty Dollars And Forty Six Cents, ($287,680.46), from the General Fund The time of expenditure for the department of environment project in Subsection 24 of Section 26 of Chapter 81 of Laws 2020 to plan, design and construct a septic replacement project in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Two Hundred Eighty Seven Thousand Six Hundred Eighty Dollars And Forty Six Cents, $287,680.46 (the "Appropriation Amount") minus the allocation for Art in Public

Places ("AIPP amount")[1], if applicable, Two Hundred Eighty Seven Thousand Six Hundred Eighty Dollars And Forty Six Cents, $287,680.46 (the "Adjusted Appropriation Amount").
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us
505-670-3418
505-670-3615

NMED Project Manager
Name: Steven Deal
Email: steven.deal@env.nm.gov
Telephone:505-670-2926

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the

Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from

the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement

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Authorization Page
SC-*24*20 LAS CRUCES SEPTIC TANK REPLACEMENT--EXTEND TIME--SEVERANCE TAX BONDS.-- SAP 24-I4078-STBR

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces
Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau
(Print Name)

Its: City Manager
(Title)

7/26/24.
Date

New Mexico Environment Department

Judith L Kahl Digitally signed by Judith L Kahl
Date: 2024.08.15 14:58:02 -06'00'

Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

APPROVED AS TO FORM:

City Attorney

7/26/24
Date

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. **Fiscal Year :** 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* | **Grantee Representative**

_____ _____
Printed Name | Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
Division Fiscal Officer | Date | Division Project Manager | Date

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
SC-*24*20 LAS CRUCES SEPTIC TANK REPLACEMENT--EXTEND TIME--SEVERANCE TAX BONDS.-- - SAP 24-I4078-STBR

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY _____

B. PROJECT NUMBER _____

C. DISBURSEMENT REQUEST NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees	$ 0.00	$ 0.00	$ 0.00		$ 0.00	$ 0.00		
Other Professional	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Service Fees	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Inspection Fees	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Property Acquisition	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Construction Cost	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Planning Cost	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Equipment	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Other Costs (specify)	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
Contingencies	$ 0.00		$ 0.00		$ 0.00	$ 0.00		
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. ☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. ☐

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

RESOLUTION 25-LCU001

A RESOLUTION TO ACCEPT THE REAUTHORIZED GRANT AGREEMENT SAP 24-I4078-STBR FROM THE STATE OF NEW MEXICO ENVIRONMENT DEPARTMENT AND DESIGNATE THE AUTHORIZED SIGNER, OFFICIAL REPRESENTATIVES, AND DESIGNATED AGENT OF THIS AGREEMENT.

The Board of Commissioners for the City of Las Cruces Utilities, on behalf of the City Council, is informed that:

WHEREAS, the City of Las Cruces Utilities Department requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City; and

WHEREAS, a reauthorization was submitted and approved during the 2024 Legislative Session on the 2020 appropriation 20-E2123-STB to extend the time of expenditure. Appropriation SAP 24-I4078-STBR reflects this change.

NOW, THEREFORE, be it Resolved by the Board of Commissioners for the City of Las Cruces Utilities, on behalf of the City of Las Cruces:

(I)

THAT the City Manager or successor is authorized to sign the agreement for this project.

(II)

THAT the Utilities Department Director or Financial Services Director or successors are the official representatives authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements.

(III)

THAT the Budget and Grant Administrator or successor is the Budget and Formulation Management contact who is designated to update the Department of Finance Authority database quarterly.

(IV)

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

DONE AND APPROVED this 08 day of August 2024

Name of Grantee: LAS CRUCES Project Number: SAP 24-I4078-STBR

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Ikani Taumoepeau	Name	
Title	City Manager	Title	
Signature		Signature	
Address	700 N Main St	Address	
	Las Cruces, NM 88001-1120		
Email	grants@lascruces.gov	Email	
Phone	575-541-2076	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Leeann DeMouche	Name	Jacqueline Rubalcava
Title	Finance Director	Title	Budget & Grant Administrator
Signature	Leeann DeMouche	Signature	
Address	700 N Main St	Address	700 N Main St
	Las Cruces, NM 88001-1120		Las Cruces, NM 88001-1120
Email	ldemouche@lascruces.gov	Email	jrubalcava@lascruces.gov
Phone	575-541-2080	Phone	575-541-2188
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Gabriela M. Prats	Name	
Title	Grant Manager	Title	
Signature		Signature	
Address	700 N Main St	Address	
	Las Cruces, NM 88001-1120		
Email	gprats@lascruces.gov	Email	
Phone	575-541-2430	Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	Crystal Silva	Name	
Title	Assoc. Grant Development & Compliance Specialist	Title	
Signature		Signature	
Address	700 N Main St	Address	
	Las Cruces, NM 88001-1120		
Email	csilva@lascruces.gov	Email	
Phone	575-541-2281	Phone	
Notice of Obligations (NOO's)			
Name	Crystal Silva	Name	Gabriela M. Prats
Title	Assoc. Grant Development & Compliance Specialist	Title	Grant Manager
Signature	No Signature Required	Signature	No Signature Required
Address	700 N Main St	Address	700 N Main St
	Las Cruces, NM 88001-1120		Las Cruces, NM 88001-1120
Email	csilva@lascruces.gov	Email	gprats@lascruces.gov
Phone	575-541-2281	Phone	575-541-2430

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address City Manager Ikani Taumoepeau City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number: G24SN0006A 5. Grant Period: From 01/01/2024 to 12/31/2025	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 7/16/2024 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$728,476.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	($16,800.00) $711,676.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 118-47		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director	15. Typed Name and Title of Authorized Official Ikani Taumoepeau City Manager	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date for IT	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD OND1070DB2425XX OND6113 OND2000000000 OC 410001 JID: 88648	

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	Management and Coordination	122,304.00	Administration	G24SN0006A
		NM Forensic Laboratories	97,548.00	Support	G24SN0006A
		NM Investigative Support Center	14,475.00	Intelligence	G24SN0006A
		Regional Interagency Drug Task Force	477,349.00	Investigation	G24SN0006A
	Agency Total : City of Las Cruces		**711,676.00**		
Total			**711,676.00**		

7/17/2024 2:23:05 PM

Budget Detail

2024 - New Mexico

Initiative - Management and Coordination **Administration**

Award Recipient - City of Las Cruces (G24SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***($16,800.00)***
Services	**Quantity**	**Amount**
Services		($16,800.00)
Total Services		**($16,800.00)**
Total Budget		**($16,800.00)**

25-046

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	October 21, 2024
Drafter:	Joe Padilla	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT 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).**

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

PURPOSE(S) OF ACTION:
To amend the FY2025 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City of Las Cruces (City) staff prepare budget adjustments for the fiscal year starting July 1, 2024 through June 30, 2025. Adjustments include funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations.

The budget adjustment proposed within this Resolution will not deplete the City's 2/12ths reserve requirement for the General Fund.

SUPPORT INFORMATION:
Exhibit "A" Fund Summaries
Exhibit "B" - FY2025-2030 CIP
Exhibit "C" FY25 VAF
Attachment "A" Budget Adjustment Summary

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various **AVAILABLE AMOUNT:** Various **EXPENDITURE AMOUNT:** Various

Funding Source(s):
Various

Overall Budget Impact:
Please refer to Exhibit "A" Fund Summaries

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

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote “Yes”; this will approve the Resolution and accept the budget adjustments as presented, and will adjust the City’s FY2024-25 budget, the FY2025 Capital Improvement Plan (CIP), and the FY2025 Vehicle Acquisition Fund (VAF).
2. Vote “No”; this will not approve the Resolution nor accept the budget adjustments as presented, and will not adjust the City’s FY2024-25 budget, the FY2025 Capital Improvement Plan (CIP), or the FY2025 Vehicle Acquisition Plan (VAF).
3. Vote to “Amend”; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to “Table”; this will impact the City’s ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" Budget Adjustment Summary

RESOLUTION 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).

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a monthly budget adjustment for the fiscal year starting July 1, 2024 through June 30, 2025; and

WHEREAS, the monthly budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the FY2025 First Quarter budget adjustments as indicated in Exhibit "A", attached hereto and made a part of this Resolution, are hereby approved.

(II)

THAT the FY2025 Capital Improvements Program, is hereby amended as outlined in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

(III)

THAT the FY2025 Vehicle Acquisition Fund, is hereby amended as outlined in Exhibit "C", attached hereto and made a part of this Resolution, are hereby approved.

(IV)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	1000 GENERAL FUND 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 56,249,043	0	0	56,249,043
Revenues				
Municipal Gross Receipts Tax	55,085,239	55,085,239	3,000,000	58,085,239
Public Safety Gross Receipts Tax	4,880,700	4,880,700	0	4,880,700
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	47,825,436	47,825,436	0	47,825,436
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	0	21,000
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	825,000	825,000	0	825,000
Lodgers Tax	0	0	0	0
Property Taxes	13,655,649	13,655,649	0	13,655,649
Payment In Lieu of Property Tax	936,002	936,002	0	936,002
Franchise Fees	2,979,240	2,979,240	0	2,979,240
Payment In Lieu of Franchise Fees	1,709,054	1,709,054	0	1,709,054
Licenses, Fees & Permits	3,289,510	3,289,510	0	3,289,510
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	151,180	151,180	0	151,180
Charges For Services	6,635,316	8,003,816	0	8,003,816
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,579,985	5,579,985	0	5,579,985
Investment Income	0	0	0	0
Miscellaneous Revenues	140,112	140,112	0	140,112
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**145,972,948**	**147,341,448**	**3,000,000**	**150,341,448**
TOTAL RESOURCES	**$ 202,221,991**	**147,341,448**	**3,000,000**	**206,590,491**
Expenditures				
General Government	5,224,507	5,224,507	0	5,224,507
Legislative	541,479	541,479	0	541,479
Municipal Court	2,343,330	2,343,330	0	2,343,330
Chief Administrative Officer	338,302	338,302	0	338,302
City Manager	7,542,094	7,553,611	167,453	7,721,064
Legal	2,432,755	2,432,755	0	2,432,755
Las Cruces Police Department	38,153,777	38,183,277	0	38,183,277
Las Cruces Fire Department	26,683,389	27,738,651	11,973	27,750,624
Utilities	0	0	0	0
Economic Development	6,768,274	7,006,274	219,702	7,225,976
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,680,618	3,680,618	0	3,680,618
Financial Services	8,143,181	8,128,250	0	8,128,250
Information Technology	6,666,026	6,666,026	0	6,666,026
Fleet	0	0	0	0
Assistant City Manger-500	9,293,424	9,293,424	0	9,293,424
Parks & Recreation	20,574,864	20,547,874	47,240	20,595,114
Community Development	5,438,271	5,438,271	0	5,438,271
Quality of Life	10,225,836	10,212,545	(57,429)	10,155,116
Public Works	11,093,284	11,248,769	0	11,248,769
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 165,143,411**	**166,577,958**	**388,939**	**166,966,902**
Other Resources				
Operating Transfers In	7,098,912	7,098,912	307,429	7,406,341
Operating Transfers Out	(12,697,657)	(12,697,657)	0	(12,697,657)
Total Other Resources	**$ (5,598,745)**	**(5,598,745)**	**307,429**	**(5,291,316)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 31,479,835**	**(24,835,255)**	**2,918,490**	**34,332,273**
Required Reserve:				
State Required 1/12th	13,761,951	13,881,497	32,412	13,913,909
Local CLC 1/12th	13,761,951	13,881,497	32,412	13,913,909
AVAILABLE BALANCE	**$ 3,955,933**	**(52,598,249)**	**2,853,666**	**6,504,455**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	1200 VEHICLE ACQUISITION 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,105,568	0	0	2,105,568
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 2,105,568**	**0**	**0**	**2,105,568**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	70,000	70,000	0	70,000
Las Cruces Police Department	1,335,000	1,335,000	0	1,335,000
Las Cruces Fire Department	142,000	142,000	0	142,000
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	36,000	36,000	0	36,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	267,000	382,207	0	382,207
Community Development	141,000	141,000	0	141,000
Quality of Life	301,000	301,000	0	301,000
Public Works	420,000	420,000	0	420,000
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 2,712,000**	**2,827,207**	**0**	**2,827,207**
Other Resources				
Operating Transfers In	769,657	769,657	29,943	799,600
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 769,657**	**769,657**	**29,943**	**799,600**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 163,225**	**(2,057,550)**	**29,943**	**77,961**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	1400 FACILITIES MAINTENANCE 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 22,178	0	455,134	477,312
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	17,500	17,500	0	17,500
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**17,500**	**17,500**	**0**	**17,500**
TOTAL RESOURCES	**$ 39,678**	**17,500**	**455,134**	**494,812**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	164,678	164,678	175,809	340,487
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	279,325	0	279,325
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 164,678**	**444,003**	**175,809**	**619,812**
Other Resources				
Operating Transfers In	125,000	125,000	0	125,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 125,000**	**125,000**	**0**	**125,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**(301,503)**	**279,325**	**0**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	17,229,907	(232,940)	16,996,967
State Grants	7,421,065	8,279,705	(1,465,573)	6,814,132
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	**22,851,831**	**25,698,968**	**(1,698,513)**	**24,000,455**
TOTAL RESOURCES	**$ 23,122,566**	**25,698,968**	**(1,698,513)**	**24,271,190**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	10,360,103	0	10,360,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,286,220	40,000	4,326,220
Las Cruces Fire Department	1,415,683	1,415,682	(314,465)	1,101,217
Utilities	378,926	378,926	0	378,926
Economic Development	4,860,889	5,800,889	(1,491,861)	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	254,791	(21,054)	233,737
Human Resources	0	0	0	0
Financial Services	366,296	366,296	0	366,296
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	150,000	0	150,000
Parks & Recreation	0	45,006	0	45,006
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,289,225	137,216	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 22,854,616**	**25,675,998**	**(1,650,164)**	**24,025,835**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 267,950**	**22,970**	**(48,349)**	**245,355**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2300 FIRE FUND 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 141,132	0	0	141,132
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	1,978,330	1,978,330	228,231	2,206,561
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,978,330**	**1,978,330**	**228,231**	**2,206,561**
TOTAL RESOURCES	**$ 2,119,462**	**1,978,330**	**228,231**	**2,347,693**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	1,978,330	1,978,330	228,231	2,206,561
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 1,978,330**	**1,978,330**	**228,231**	**2,206,561**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 141,132**	**0**	**0**	**141,132**

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2650 FLOOD CONTROL OPERATIONS 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 1,357,267	0	0	1,357,267
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	5,720,413	5,720,413	0	5,720,413
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	3,570	3,570	0	3,570
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**5,723,983**	**5,723,983**	**0**	**5,723,983**
TOTAL RESOURCES	**$ 7,081,250**	**5,723,983**	**0**	**7,081,250**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	50,000	50,000	0	50,000
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	3,090,860	3,111,169	0	3,111,169
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,140,860**	**3,161,169**	**0**	**3,161,169**
Other Resources				
Operating Transfers In	0	0	14,971	14,971
Operating Transfers Out	(1,999,726)	(1,999,726)	0	(1,999,726)
Total Other Resources	**$ (1,999,726)**	**(1,999,726)**	**14,971**	**(1,984,755)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,940,664**	**563,088**	**14,971**	**1,935,326**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2810 GAS TAX 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,083,849	0	0	2,083,849
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	2,150,000	2,150,000	0	2,150,000
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	60,000	60,000	0	60,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**2,210,000**	**2,210,000**	**0**	**2,210,000**
TOTAL RESOURCES	**$ 4,293,849**	**2,210,000**	**0**	**4,293,849**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	15,000	15,000	0	15,000
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	2,784,831	2,784,831	0	2,784,831
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 2,799,831**	**2,799,831**	**0**	**2,799,831**
Other Resources				
Operating Transfers In	0	0	29,943	29,943
Operating Transfers Out	(365,819)	(365,819)	0	(365,819)
Total Other Resources	**$ (365,819)**	**(365,819)**	**29,943**	**(335,876)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,128,199**	**(955,650)**	**29,943**	**1,158,142**

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2815 TIDD DEDICATED REVENUES 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 6,697,044	0	0	6,697,044
Revenues				
Municipal Gross Receipts Tax	2,425,000	2,425,000	0	2,425,000
Public Safety Gross Receipts Tax	175,000	175,000	0	175,000
Hold Harmless Replacement GRT	400,000	400,000	0	400,000
State-Shared Gross Receipts Tax	1,500,000	1,500,000	0	1,500,000
Environmental Gross Receipts Tax	120,000	120,000	0	120,000
County Environmental Gross Receipts Tax	600,000	600,000	0	600,000
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	60,000	60,000	0	60,000
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	200	200	0	200
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	70,000	70,000	0	70,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**5,350,200**	**5,350,200**	**0**	**5,350,200**
TOTAL RESOURCES	**$ 12,047,244**	**5,350,200**	**0**	**12,047,244**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	990,000	990,000	1,025,000	2,015,000
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 990,000**	**990,000**	**1,025,000**	**2,015,000**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(8,515,501)	(8,515,501)	0	(8,515,501)
Total Other Resources	**$ (8,515,501)**	**(8,515,501)**	**0**	**(8,515,501)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 2,541,743**	**(4,155,301)**	**(1,025,000)**	**1,516,743**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	3617 NMFA LOANS DSF 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 552,047	0	0	552,047
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 552,047**	**0**	**0**	**552,047**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(382,286)	(382,286)
Total Other Resources	**$ 0**	**0**	**(382,286)**	**(382,286)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 552,047**	**0**	**(382,286)**	**169,761**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	3636 23 NMFA STREETS DBT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 82,084	0	0	82,084
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 82,084**	**0**	**0**	**82,084**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	960,007	960,007	25,000	985,007
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 960,007**	**960,007**	**25,000**	**985,007**
Other Resources				
Operating Transfers In	985,007	985,007	0	985,007
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 985,007**	**985,007**	**0**	**985,007**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 107,084**	**25,000**	**(25,000)**	**82,084**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4005 COMMUNITY INVESTMENT PROJECTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,917,472	0	0	1,917,472
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	15,000	15,000	0	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**15,000**	**15,000**	**0**	**15,000**
TOTAL RESOURCES	**$ 1,932,472**	**15,000**	**0**	**1,932,472**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	214,153	214,153	0	214,153
Parks & Recreation	468,724	1,148,456	95,080	1,243,536
Community Development	0	0	0	0
Quality of Life	97,199	97,199	(8,362)	88,837
Public Works	116,022	131,023	0	131,023
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 896,098**	**1,590,831**	**86,718**	**1,677,549**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,036,374**	**(1,575,831)**	**(86,718)**	**254,923**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4031 2017 FACILITIES PROJECT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 293,939	0	0	293,939
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	15,000	15,000	0	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**15,000**	**15,000**	**0**	**15,000**
TOTAL RESOURCES	**$ 308,939**	**15,000**	**0**	**308,939**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	124,976	158,452	(158,452)	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 124,976**	**158,452**	**(158,452)**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 183,963**	**(143,452)**	**158,452**	**308,939**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	(20,245)	(20,245)
Federal Grants	3,719,299	4,730,574	(21,466)	4,709,108
State Grants	16,008,103	30,393,490	(577,736)	29,815,754
Local Grants	799,144	350,000	0	350,000
Debt Service	0	0	0	0
Total Revenues	**20,526,547**	**35,474,064**	**(619,447)**	**34,854,618**
TOTAL RESOURCES	**$ 20,526,547**	**35,474,064**	**(619,447)**	**34,854,618**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	5,915,250	0	5,915,250
Legal	0	0	0	0
Las Cruces Police Department	0	650,000	0	650,000
Las Cruces Fire Department	400,000	221,241	0	221,241
Utilities	0	0	0	0
Economic Development	2,103,908	3,527,034	0	3,527,034
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	2,636,377	5,311,212	(130,681)	5,180,531
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	18,788,582	(488,766)	18,299,816
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,526,547**	**35,474,064**	**(619,447)**	**34,854,618**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**0**	**0**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4106 PUBLIC PARK DEVELOPMENT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 7,670,232	0	0	7,670,232
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	1,900,000	1,900,000	0	1,900,000
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	60,000	60,000	0	60,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,960,000**	**1,960,000**	**0**	**1,960,000**
TOTAL RESOURCES	**$ 9,630,232**	**1,960,000**	**0**	**9,630,232**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	4,917,581	5,914,921	3,455,647	9,370,568
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,917,581**	**5,914,921**	**3,455,647**	**9,370,568**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,712,651**	**(3,954,921)**	**(3,455,647)**	**259,664**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4201 CAPITAL CONTRIBUTIONS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 603,710	0	0	603,710
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	360	360	0	360
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**360**	**360**	**0**	**360**
TOTAL RESOURCES	**$ 604,070**	**360**	**0**	**604,070**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	335,822	335,822
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**335,822**	**335,822**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 604,070**	**360**	**(335,822)**	**268,247**

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4231 2022 GO BOND 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 15,273,453	0	0	15,273,453
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 15,273,453**	**0**	**0**	**15,273,453**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	340,000	340,000	0	340,000
Public Works	14,593,454	14,747,053	(2,231,570)	12,515,483
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 14,933,454**	**15,087,053**	**(2,231,570)**	**12,855,483**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 339,999**	**(15,087,053)**	**2,231,570**	**2,417,969**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4270 TIDD PROJECTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 10,512,151	0	0	10,512,151
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	1,550	1,550	0	1,550
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,550**	**1,550**	**0**	**1,550**
TOTAL RESOURCES	**$ 10,513,701**	**1,550**	**0**	**10,513,701**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	7,314,397	7,314,397	4,550,000	11,864,397
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	6,801,599	6,846,559	(77,269)	6,769,290
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 14,115,996**	**14,160,956**	**4,472,731**	**18,633,687**
Other Resources				
Operating Transfers In	8,515,501	8,515,501	0	8,515,501
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 8,515,501**	**8,515,501**	**0**	**8,515,501**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,913,206**	**(5,643,905)**	**(4,472,731)**	**395,515**

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4271 TIDD STR BOND PROJECT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 646,119	0	0	646,119
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 646,119**	**0**	**0**	**646,119**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	140,070	140,070	(66,991)	73,079
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 140,070**	**140,070**	**(66,991)**	**73,079**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 506,049**	**(140,070)**	**66,991**	**573,040**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4620 2020A NMFA FACILITY PROJECTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 5,883,575	0	0	5,883,575
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	15,000	15,000	0	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**15,000**	**15,000**	**0**	**15,000**
TOTAL RESOURCES	**$ 5,898,575**	**15,000**	**0**	**5,898,575**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	500,001	500,001	0	500,001
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	5,079,011	4,652,525	(2,175,431)	2,477,094
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 5,579,012**	**5,152,526**	**(2,175,431)**	**2,977,095**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 319,563**	**(5,137,526)**	**2,175,431**	**2,921,480**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4634 2020 NMFA MGRT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,332,875	0		2,332,875
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	20,000	20,000	0	20,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**20,000**	**20,000**	**0**	**20,000**
TOTAL RESOURCES	**$ 2,352,875**	**20,000**	**0**	**2,352,875**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	1,843,335	1,843,335	(1,116,857)	726,478
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 1,843,335**	**1,843,335**	**(1,116,857)**	**726,478**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 509,540**	**(1,823,335)**	**1,116,857**	**1,626,397**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4636 23 NMFA MGRT 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ (165,000)	0	0	(165,000)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	8,150,000	8,150,000	0	8,150,000
Total Revenues	**8,150,000**	**8,150,000**	**0**	**8,150,000**
TOTAL RESOURCES	**$ 7,985,000**	**8,150,000**	**0**	**7,985,000**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	7,985,000	7,985,000	(105,673)	7,879,327
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 7,985,000**	**7,985,000**	**(105,673)**	**7,879,327**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**165,000**	**105,673**	**105,673**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	5010 AIRPORT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 780,075	0	0	780,075
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	61,500	61,500	0	61,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	12,114	12,114	0	12,114
Miscellaneous Revenues	138,748	138,748	0	138,748
Federal Grants	3,049	3,049	0	3,049
State Grants	2,825,289	4,125,289	488,794	4,614,083
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**3,040,699**	**4,340,700**	**488,794**	**4,829,494**
TOTAL RESOURCES	**$ 3,820,774**	**4,340,700**	**488,794**	**5,609,569**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	4,134,031	5,434,031	585,039	6,019,070
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,134,031**	**5,434,031**	**585,039**	**6,019,070**
Other Resources				
Operating Transfers In	1,013,000	1,013,000	0	1,013,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 1,013,000**	**1,013,000**	**0**	**1,013,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 699,744**	**(80,331)**	**(96,245)**	**603,499**

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	5923 TRANSIT CAPITAL 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 3,897,404	0	0	3,897,404
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	13,804,155	16,198,462	0	16,198,462
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**13,804,155**	**16,198,462**	**0**	**16,198,462**
TOTAL RESOURCES	**$ 17,701,559**	**16,198,462**	**0**	**20,095,866**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	13,662,133	16,095,986	542,554	16,638,540
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	2,709,656	2,709,656	(2,531,019)	178,637
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 16,371,789**	**18,805,642**	**(1,988,465)**	**16,817,177**
Other Resources				
Operating Transfers In	857,059	857,059	0	857,059
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 857,059**	**857,059**	**0**	**857,059**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 2,186,829**	**(1,750,121)**	**1,988,465**	**4,135,748**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7480 GIFTS AND MEMORIALS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 506,787	0	0	506,787
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	800	800	0	800
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	156,278	156,278	(97,997)	58,281
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**157,078**	**157,078**	**(97,997)**	**59,081**
TOTAL RESOURCES	**$ 663,865**	**157,078**	**(97,997)**	**565,868**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	2,800	2,800	0	2,800
Las Cruces Fire Department	5,000	5,000	0	5,000
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	36,900	36,900	0	36,900
Community Development	0	0	0	0
Quality of Life	394,091	394,091	58,578	452,669
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 438,791**	**438,791**	**58,578**	**497,369**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 225,074**	**(281,713)**	**(156,575)**	**68,499**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7490 METROPOLITAN PLANNING ORGANIZA 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 321,619	0	0	321,619
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	19,822	19,822	0	19,822
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	605,744	605,744	(265,141)	340,603
State Grants	0	0	0	0
Local Grants	21,707	21,707	0	21,707
Debt Service	0	0	0	0
Total Revenues	**647,273**	**647,273**	**(265,141)**	**382,132**
TOTAL RESOURCES	**$ 968,892**	**647,273**	**(265,141)**	**703,751**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	590,735	590,735	(152,219)	438,516
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 590,735**	**590,735**	**(152,219)**	**438,516**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 378,156**	**56,537**	**(112,922)**	**265,238**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	7492 HIDTA-CLC 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 30,520	0	0	30,520
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,494,556	1,223,209	(262,255)	960,954
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,494,556**	**1,223,209**	**(262,255)**	**960,954**
TOTAL RESOURCES	**$ 1,525,076**	**1,223,209**	**(262,255)**	**991,474**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
HIDTA	713,612	569,264	(136,464)	432,800
METRO	717,297	606,768	(78,612)	528,156
Total Expenditures	**$ 1,430,909**	**1,176,032**	**(215,076)**	**960,956**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 94,167**	**47,176**	**(47,179)**	**30,518**

Exhibit "B"

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Amended: 10/21/2024

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**6,912,556**	**1,085,000**	**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		**6,412,556**	**1,010,000**	**635,000**	**635,000**	**635,000**	**635,000**	
Active Transportation Program		5,471,842	220,000	135,000	135,000	135,000	135,000	**Bonds,** Grants**, Taxes**
Active Transportation Projects	Public Works	1,782,303						**Bonds,** Grants
2024 Legislative Appropriations			*350,000*					
Pending Design Approval			(265,000)					
Las Cruces Lateral Trail	Parks and Recreation	189,000						**Bonds**
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	373,290						**Grants, Taxes**
2024 Legislative Appropriations (R)			*290,000*					
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
Active Transportation - Future Projects		-	**75,000**	**174,000**	-	-	-	
Tortugas Trail	Parks and Recreation							Grants
2024 Legislative Appropriations (R)			*75,000*					
Green Cool Corridors for Bicycles	Sustainability			174,000				Grants, Taxes
AIRPORT		**3,160,870**	**21,107,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**3,021,070**	**2,000,000**	-	-	-	-	
LRU Airport Infrastructure Improvements	Las Cruces Airport	496,556						**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 Taxilane Improvements	Las Cruces Airport	97,305						**Grants**
Airport - Annual Projects		**139,800**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	**Taxes**
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Airport - Future Projects		-	**18,907,903**	**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	-	14,172,903	-	-	-	12,850,000	Grants
LRU Runways 8/26 and 12/30 Blast Pads	Las Cruces Airport		410,000					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		**10,137,334**	**9,975,000**	**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		**4,265,000**	**5,975,000**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	4,265,000						**Grants, Taxes, Telshor**
2024 Legislative Appropriations			*5,975,000*					
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**346,000**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Newly Funded		**346,000**	**-**	**-**	**-**	**-**	**-**	
Well Monitoring	Public Works	346,000						**Telshor**
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Future Projects		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		**6,017,041**	**15,850,746**	**1,300,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**6,017,041**	**13,580,000**	**500,000**	**-**	**-**	**-**	
Arts and Cultural District Improvements	Non-Profit	1,875,624						**Bonds, Taxes**
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**
MVCoH Flooring	Non-Profit	10,317						**Grants**
MVCoH 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**
MV Community of Hope - The Kitchens	Non-Profit	1,866,500	10,850,000					**Grants**
2024 Legislative Appropriations			*1,150,000*					
Non-Profit - Future Projects		**-**	**2,270,746**	**800,000**	**-**	**-**	**-**	
Children's Museum Facility	Quality of Life	-						Grants
2024 Legislative Appropriations (R)			*690,746*					
La Casa, Inc. Safety and Security Improvements	Non-Profit		-					Grants
2024 Legislative Appropriations			*580,000*					
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		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		**14,306,960**	**11,840,886**	**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		**9,099,110**	**2,689,494**	**125,000**	**-**	**-**	**-**	
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**
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		2,025,467						**Bonds , Other , PIF**
Klein Park Improvements	Parks and Recreation	208,098						**Grants,** PIF
Parks and Recreational Facilities Structural Renovations	Parks and Recreation	300,000	585,000	125,000				**Grants, Taxes**
2024 Legislative Appropriations (Lift Up)			*100,000*					
Park Drinking Fountains	Parks and Recreation	279,326	55,000					Grants, **Taxes**
Pioneer Women's Park improvements	Parks and Recreation	592,552						**Grants**
2024 Legislative Appropriations (R)			*175,669*					
Skate Park Renovation & Improvements	Parks and Recreation	318,393						**Grants, PIF**
2024 Legislative Appropriations (R)			*773,825*					
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		**-**	**3,636,991**	**63,200,000**	**-**	**-**	**-**	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation		144,000	3,200,000				ARPA, Bonds, Grants, Taxes
2024 Legislative Appropriations (R)			*662,991*					
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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PARKS - NEW		**9,315,965**	**3,600,000**	**8,855,000**	**1,500,000**	**2,700,000**	**1,500,000**	
Parks - New - Carryover Projects		**6,514,072**	**800,000**	**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	5,029,746						**Bonds, PIF,** Grants
2024 Legislative Appropriations			*300,000*					
East Mesa Public Safety Area Park		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		**2,801,893**	**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	445,310						**Grants**
Parks - New - Future Projects		**-**	**1,800,000**	**7,355,000**	**-**	**1,200,000**	**-**	
2024 Legislative Appropriations (R)			*100,000*					
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		**19,275,210**	**29,308,013**	**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		**15,069,049**	**7,997,017**	**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	1,000,000	-	-	-	-	-	**Grants, Taxes**
Paz Ball Field Parking Lot Improvements	Parks and Recreation	650,000						**Taxes**
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	200,000						**Grants**
Veterans' Park Parking Lot	Parks and Recreation	336,509						**Grants, Taxes**
Safety, Health, Environmental & Emergency		108,448	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	8,448	270,500	255,500	270,500	255,500	255,500	**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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
General Facilities Improvements Program		10,344,688	5,179,317	17,100,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes, Telshor**
General Facilities Improvements	Facilities Management	1,000,000						**Telshor**
Amador Hotel Renovation	Quality of Life	3,989,993	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	**Taxes, TIDD**
2024 Legislative Appropriations (R)			*74,783*					
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
Sage Café Expansion	Quality of Life	-	2,204,534					Taxes
2024 Legislative Appropriations (R)			840,119					
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
HVAC Upgrade Program	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 Rehabilitiation	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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PUBLIC SAFETY		**13,740,593**	**15,386,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
Public Safety - Carryover Projects		**13,740,593**	**10,300,500**	**-**	**-**	**-**	**-**	
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	30,584	800,000					**ARPA**, Grants
2024 Legislative Appropriations			*2,550,000*					
2024 Federal Legislative Appropriations			*3,000,000*					
Fire Station 9	Fire Department	11,735,615	1,100,000					**Bonds, Grants, Telshor**
GO Bond 2022 - New Fire Station	Fire Department	9,514,372						**Bonds**
2024 Legislative Appropriations			*100,000*					
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		1,100,000	900,000	-	-	-	-	Grants
Real Time Crime Center (RTCC)	Police Department	1,100,000	250,000					**Grants**
2024 Legislative Appropriations			*650,000*					
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
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 - 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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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	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		**44,470,736**	**35,180,976**	**33,238,200**	**28,019,000**	**27,825,000**	**36,115,000**	
Streets Improvements - Newly Funded		**750,000**	**-**	**-**	**-**	**-**	**-**	
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						**TIDD**
Streets Improvements - Carryover Projects		**19,977,539**	**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	391,160						**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		**23,743,197**	**15,486,552**	**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		4,624,157						
East Mesa Roads and Drainage (Cortez Rd)	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
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Rd)	Public Works	1,393,327	292,052	500,000	500,000	500,000	500,000	**Grants, Bonds, Taxes**
2024 Legislative Appropriations (R)			*292,052*					

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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	8,140,481	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Condition Index Improvements	Public Works	8,140,481	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	Public Works	88,361	450,000	450,000	450,000	450,000	450,000	**Taxes**
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**
Streets Improvements - Future Projects		**-**	**19,214,424**	**15,523,200**	**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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Traffic Signal Program		-	-	1,500,000	-	-	-	Taxes
Lohman at Walnut and Walton Signal Improvement	Public Works			1,500,000				Taxes, Grants
Sequoia Ave - Valley Dr to EOP	Public Works			2,420,000				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-Sequioa 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		**13,712,479**	**104,655,574**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
Utilities - Carryover Projects		**13,712,479**	**50,310,265**	**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	1,389,046						**Other, Grants**
2024 Legislative Appropriations (R)			*348,451*					
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**
WW23 Projects	Utilities	730,434	5,181,394	11,232,265				**Bonds**
Utilities - Future Projects		**-**	**54,345,309**	**-**	**-**	**-**	**-**	
Belt Filter Press Drainage Improvement	Utilities		93,000					Grants, Other
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Grants, Other
Lift Station Stationary Generator Installation	Utilities		100,000					Grants, Other
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Grants, Other
Water Valve Replacements	Utilities		120,000					Grants, Other
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Bonds
Transite Pipe Identification & Replacement	Utilities		5,000,000					Bonds
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ALL DEPARTMENTS								
Total Annual Projects		**48,475,793**	**26,978,069**	**39,865,200**	**22,060,200**	**21,306,200**	**21,306,200**	
Total Carryover Projects		**107,115,769**	**90,425,259**	**29,979,881**	**4,545,000**	**6,955,000**	**4,185,000**	
Total Future Projects		**-**	**187,353,669**	**133,062,296**	**44,538,696**	**111,783,696**	**60,087,696**	
Total Newly Funded Projects		**12,652,933**						
GRAND TOTAL		**168,244,496**	**304,756,996**	**202,907,377**	**71,143,896**	**140,044,896**	**85,578,896**	

Abbreviations:

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
Telshor - Telshor Fund
TIDD - Tax Increment Development District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

Notes

Indicates a Change
Indicates newly submitted

Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in bold

FY 2025 Vehicle Acquisition Funding

Department/Line of Business	Inventory Number	Existing Model	Replacement Model	Estimated Replacement Cost	Funding By Source: Vehicle Acquisition Fund	Funding By Source: Utilities Funding	Funding By Source: Other Sources (Grant, Lease, Debt)
300-CITY MANAGER							
0430-HOUSING NEIGHBORHOOD SERVICES	New	New	Ford F-150	$50,000	$0	$0	$50,000
Total 300-CITY MANAGER				**$50,000**	**$0**	**$0**	**$50,000**
320-POLICE							
0232-PUBLIC SAFETY	22340	PONTIAC SUNFIRE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	22416	FORD VAN TRITON	FORD Transport Van T-350	$89,667	$89,667	$0	$0
0232-PUBLIC SAFETY	25079	FORD F150	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	27598	CHEVROLET IMPALA	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	30907	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31810	CHEVROLET AVALANCHE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	31853	DODGE CHARGER	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	31854	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31856	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31860	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31863	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31865	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31866	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31873	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31891	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31892	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31894	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31895	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000

	0432-COMMUNITY OUTREACH	New	New	FORD Maverick Hybrid	$34,335	$34,335	$0	$0
	0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
				Total 320-POLICE	**$1,673,996**	**$434,996**	**$0**	**$1,239,000**
330-FIRE & EMERGENCY SERVICES								
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Transit Van	$48,000	$0	$0	$48,000
	0133-ADMINISTRATIVE-FD	New	New	Pierce or other TBD	$997,045	$0	$0	$997,045
	0133-ADMINISTRATIVE-FD	New	New	TBD Type I ambulance	$417,910	$0	$0	$417,910
	0133-ADMINISTRATIVE-FD	31550	Pierce Impel	Pierce Arrow XT or other	$997,045	$0	$0	$997,045
	0133-ADMINISTRATIVE-FD	31836	Ford Taurus	Ford Hybrid/ elec	$36,000	$36,000	$0	$0
	0133-ADMINISTRATIVE-FD	31858	Dodge Charger	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	32223	Ford Taurus	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
				Total 330-FIRE & EMERGENCY SERVICES	**$2,644,000**	**$36,000**	**$0**	**$2,608,000**
340-UTILITIES								
	0134-OFFICE OF THE DIRECTOR-UT	32057	Ford F150	Ford F150	$68,000	$0	$68,000	$0
	0134-OFFICE OF THE DIRECTOR-UT	32417	Ford F150	Ford F150	$68,000	$0	$68,000	$0
	0134-OFFICE OF THE DIRECTOR-UT	33104	Ford F250	Ford F150 ext cab 4x4	$68,000	$0	$68,000	$0
	0234-GAS & ENERGY OPERATION & MAINT	32075	Ford F250	Ford F250	$77,000	$0	$77,000	$0
	0234-GAS & ENERGY OPERATION & MAINT	32087	Ford F750	Ford F750	$87,000	$0	$87,000	$0
	0334-WATER OPERATION & MAINTENANCE	New	New	big tex SA 08BK TRAILER	$26,300	$0	$26,300	$0
	0334-WATER OPERATION & MAINTENANCE	New	New	JOHN DEERE GATOR GATOR	$25,000	$0	$25,000	$0
	0334-WATER OPERATION & MAINTENANCE	32347	Ford F250	Ford F250	$77,000	$0	$77,000	$0
	0534-SOLID WASTE COLLECTIONS	31876	Ford F550	Ford F550	$90,000	$0	$90,000	$0
	0534-SOLID WASTE COLLECTIONS	32307	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
	0534-SOLID WASTE COLLECTIONS	32314	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
	0534-SOLID WASTE COLLECTIONS	32775	Peterbult 320 McNelius	Peterbult 320 McNelius	$380,000	$0	$380,000	$0
	0834-BUSINESS SERVICES	New	New	Polaris 500 ranger	$13,000	$0	$13,000	$0
				Total 340-UTILITIES	**$1,869,300**	**$0**	**$1,869,300**	**$0**
400-ASSISTANT CITY MANAGER'S OFF								
	0140-OFFICE OF THE ACM-IT	02670	Tymco 435 Sweeper	Tymco 435 Sweeper	$120,000	$0	$0	$120,000
	0740-ROADRUNNER TRANSIT	31581	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
	0740-ROADRUNNER TRANSIT	31834	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
				Total 400-ASSISTANT CITY MANAGER'S	**$375,766**	**$0**	**$0**	**$375,766**
450-PARKS & RECREATION								
	0145-OFFICE OF THE DIRECTOR-PR	New	New	Ford Maverick	$35,000	$0	$0	$35,000

0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$45,000	$0	$0	$45,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-250	$70,000	$0	$0	$70,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250 4x4	$60,000	$0	$0	$60,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	JLG T350 T350 - Aerial Lift	$35,000	$0	$0	$35,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Toro Groundmaster 5900	$75,000	$0	$0	$75,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30925	Ford F-250	Ford F-250	$65,000	$65,000	$0	$0
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30995	isuzu npr tymco mini sweeper	isuzu npr tymco mini sweeper	$100,000	$0	$0	$100,000
0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31367	ford f-250	ford f-250	$62,000	$62,000	$0	$0
0545-OUT OF SCHOOL TIME & YOUTH DIV	30819	Ford Taurus	Hyundai Kona EV	$35,000	$35,000	$0	$0
		Total 450-PARKS & RECREATION		**$922,000**	**$162,000**	**$0**	**$760,000**
460-COMMUNITY DEVELOPMENT							
0146-OFFICE OF THE DIRECTOR-CD	New	New	ford focus	$36,000	$0	$0	$36,000
0346-LAS CRUCES DEVELOPMENT CENTER	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0346-LAS CRUCES DEVELOPMENT CENTER	30729	Ford F-150	Ford Maverick Hybrid	$36,000	$36,000	$0	$0
		Total 460-COMMUNITY DEVELOPMENT		**$108,000**	**$36,000**	**$0**	**$72,000**
500-ASSISTANT CITY MANAGER'S OFFIC							
0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0150-OFFICE OF THE ACM-SD	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
		Total 500-ASSISTANT CITY MANAGER'S		**$144,000**	**$0**	**$0**	**$144,000**
540-QUALITY OF LIFE							
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford Maverick Hybrid	$44,227	$0	$0	$44,227

	0354-SENIOR PROGRAMS	31075	Ford Fusion	Ford Maverick Hybrid	$7,818	$7,818	$0	$0
	0354-SENIOR PROGRAMS	31745	Ford Ranger	Ford F150 Hot/cold body	$88,591	$88,591	$0	$0
	0354-SENIOR PROGRAMS	31746	Ford Ranger	Ford F150 Hot/cold body	$88,591	$88,591	$0	$0
				Total 540-QUALITY OF LIFE	**$495,000**	**$185,000**	**$0**	**$310,000**
550-PUBLIC WORKS								
	0255-PUBLIC INFRASTRUCTURE	29269	Ford F150 Lightning EV	Ford F150 Lightning EV	$65,000	$65,000	$0	$0
	0255-PUBLIC INFRASTRUCTURE	31353	Ford F150	Ford F150	$45,000	$45,000	$0	$0
	0355-TRAFFIC ENGINEERING	New	New	Centerline Supply Transport Trailer	$25,000	$0	$0	$25,000
	0355-TRAFFIC ENGINEERING	New	New	Ford F-250	$70,000	$0	$0	$70,000
	0455-OPERATIONS AND MAINTENANCE	New	New	Ford F-250	$70,000	$0	$0	$70,000
	0455-OPERATIONS AND MAINTENANCE	New	New	International MV607	$180,000	$0	$0	$180,000
	0455-OPERATIONS AND MAINTENANCE	New	New	International MV607	$185,000	$0	$0	$185,000
	0455-OPERATIONS AND MAINTENANCE	31179	John Deere 310SJ	John Deere 410P	$150,000	$0	$0	$150,000
	0455-OPERATIONS AND MAINTENANCE	32104	ELGIN 4M	ELGIN 4M	$385,000	$0	$0	$385,000
				Total 550-PUBLIC WORKS	**$1,175,000**	**$110,000**	**$0**	**$1,065,000**
630-INFORMATION TECHNOLOGY								
	0363-IT INFRASTRUCTURE SUPPORT	30740	FORD F150	FORD F150	$36,000	$36,000	$0	$0
	0363-IT INFRASTRUCTURE SUPPORT	32878	FORD FLEX	FORD TRANSIT VAN XL	$55,000	$0	$0	$55,000
				Total 630-INFORMATION TECHNOLOGY	**$91,000**	**$36,000**	**$0**	**$55,000**
				Total VAF By Funding Source	**$9,548,062**	**$999,996**	**$1,869,300**	**$6,678,766**

BUDGET ADJUSTMENT SUMMARY

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Revenue
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$3,000,000
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing General Fund revenues for the first quarter of FY25 as they have exceeded initial projections.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Fire & Emergency Services
PROGRAM:	Emergency Medical Response
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$11,973
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: To Pay for Carryover of Purchase order, vehicle was ordered but not received by end of FY24.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Communications
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$67,453.19
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: The amount being requested is the balance on PO 24206467 for cubicles and furniture to be installed for the completion of the Communications office renovation.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	City Manager
PROGRAM:	Housing and Neighborhood Services
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$100,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing budget to implement the SWEEP (Safe Waste Elimination & Environmental Protection) Program.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Administration- ED
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$88,160
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is required to support operational activities, economic studies, membership fees, and surveying services.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Business Development
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$1,280.92
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is required to support operational activities, economic studies, membership fees, and surveying services.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Destination Downtown
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$1,700
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is required to support operational activities, economic studies, membership fees, and surveying services.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Land Management & Redevelop Services
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$22,161
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is required to support operational activities, economic studies, membership fees, and surveying services.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Workforce Development
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$106,400
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Funding is required to support operational activities, economic studies, membership fees, and surveying services.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Parks
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(10,469)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjusting budget to remove carryover, Restroom enclosure finished and paid in FY24.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Parks
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$59,711.03
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget Increase has been requested to reflect actual FY25 available balance.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Safe Haven
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$7,897.83
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget increase has been requested to reflect actual FY25 available balance.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Special Projects
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(3,435.81)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Decreasing budget to adjust various Capital Improvement Program (CIP) projects to actuals.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Sports Fields
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(6,464.06)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease has been requested to reflect actual FY25 available balance.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Public Art
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(12,428.61)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: A budget decrease has been requested to reflect actual FY25 available balance.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Long-Term Care
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(45,000)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: A budget decrease has been requested to reflect actual FY25 available balance.	

FUND NO.	1000
FUND TITLE:	General Fund
TYPE OF ADJUSTMENT:	Transfer In
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$307,428.80
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing account will permit Treasury to close the 2017 New Mexico Finance Authority (NMFA) loan in FY25.	

FUND NO.	1200
FUND TITLE:	Vehicle Acquisition
TYPE OF ADJUSTMENT:	Transfer In
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$29,943.36
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing account will permit Treasury to close the 2017 New Mexico Finance Authority (NMFA) loan in FY25.	

FUND NO.	1400
FUND TITLE:	Facilities Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Facilities Management
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$65,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Facilities is requesting funding to pay for a uninterruptible power supply battery backup.	

FUND NO.	1400
FUND TITLE:	Facilities Maintenance
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Facilities Management
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$110,809.16
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Facilities is requesting funding to cover the costs of fleet electric vehicle chargers.	

FUND NO.	1400
FUND TITLE:	Facilities Maintenance
TYPE OF ADJUSTMENT:	Beginning Balance
DEPARTMENT:	-
PROGRAM:	-
ADJ AMOUNT	$175,809.16
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: This entry is to correct the fuds beginning balance to reflect a more accurate available balance.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Senior Nutrition
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$110,928.40
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Adjustment increases budget for the expenditure side of program income under Title III grant.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Managers Office
PROGRAM:	Visit Las Cruces
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(21,053.99)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Adjusting ARPAM expense account to reflect accurate available balances.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Economic Development
PROGRAM:	Business Development
REVENUE ADJ AMOUNT	$(1,491,861.31)
EXPENDITURE ADJ AMOUNT	$(1,491,861.31)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: A budget decrease to reflect grant actuals.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Fire & Emergency Services
PROGRAM:	Chief’s Executive Office
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(41,525.28)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Reconciled American Rescue Plan Act (ARPA) Fire Expense Portion of Grant Budget to FY25 available balance.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expenditure
DEPARTMENT:	Fire & Emergency Services
PROGRAM:	Mobile Integrated Healthcare
REVENUE ADJ AMOUNT	$(272,940.13)
EXPENDITURE ADJ AMOUNT	$(272,940.13)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Reconciled Office of Justice Programs (OJP) Lessen the Incidence of Grief, Harm, and Trauma (LIGHT) Grant, and Health Resources and Services Administration (HRSA) Grant Budget to available balance in FY2025.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expenditure
DEPARTMENT:	Police
PROGRAM:	Administration-PD
REVENUE ADJ AMOUNT	$40,000
EXPENDITURE ADJ AMOUNT	$40,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: PD received a Reimbursable Overtime Agreement; however, the budget is not available in Munis.	

FUND NO.	2100
FUND TITLE:	Special Revenue Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expenditure
DEPARTMENT:	Quality of Life
PROGRAM:	Library Support Services
REVENUE ADJ AMOUNT	$26,288
EXPENDITURE ADJ AMOUNT	$26,288
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Grant was not carried over into FY2025, increasing budget to reflect correct available balance.	

FUND NO.	2300
FUND TITLE:	Fire Fund
TYPE OF ADJUSTMENT:	Revenue & Expenditure
DEPARTMENT:	Fire & Emergency Services
PROGRAM:	Chief’s Executive Office
REVENUE ADJ AMOUNT	$228,231
EXPENDITURE ADJ AMOUNT	$228,231
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: To accurately reflect the available balance for Fire Funds received from the State Fire Marshal's Office.	

FUND NO.	2650
FUND TITLE:	Flood Control Operations
TYPE OF ADJUSTMENT:	Transfer In
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$14,971.36
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing account will permit Treasury to close the 2017 New Mexico Finance Authority (NMFA) loan in FY25.	

FUND NO.	2810
FUND TITLE:	Gas Tax
TYPE OF ADJUSTMENT:	Transfer In
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$29,942.64
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing account will permit Treasury to close the 2017 New Mexico Finance Authority (NMFA) loan in FY25.	

FUND NO.	2815
FUND TITLE:	TIDD Dedicated Revenues
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Destination Downtown
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$1,025,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing budget to fund the Branigan Library Master Plan Study by $250,000. Additionally, an increase of $650,000 is requested to complete the project, along with $125,000 for RGT lighting and carpet from TIDD funds.	

FUND NO.	3617
FUND TITLE:	NMFA LOANS DSF
TYPE OF ADJUSTMENT:	Transfer In
DEPARTMENT:	Non-Department
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$
TRANSFER ADJ AMOUNT	$382,286.16
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Increasing account will permit Treasury to close the 2017 New Mexico Finance Authority (NMFA) loan in FY25.	

FUND NO.	3636
FUND TITLE:	23NMFA
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Administration-PW
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$25,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Budget increase needed to Fund 3636 for Principal payment to match fiscal year actual balance.	

FUND NO.	4005
FUND TITLE:	Community Investment Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Public Art
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(8,361.75)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Adjusting budget to reflect accurate available balance in FY25.	

FUND NO.	4005
FUND TITLE:	Community Investment Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Medians & Rights of Ways
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$87,068.63
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Increasing budget to reflect FY25 available balance.	

FUND NO.	4005
FUND TITLE:	Community Investment Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Parks
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$8,011.05
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Increasing budget to reflect FY25 available balance.	

FUND NO.	4031
FUND TITLE:	2017 Facilities Project
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(158,451.50)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested as fund 4031 has been closed. FY24 was the final year for any expenses to be charged to this fund.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Economic Development
PROGRAM:	Destination Downtown
REVENUE ADJ AMOUNT	$0.57
EXPENDITURE ADJ AMOUNT	$0.57
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: The Budget will be increased to reflect grant available balance.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Median & Right of Ways
REVENUE ADJ AMOUNT	$(87,068.63)
EXPENDITURE ADJ AMOUNT	$(87,068.63)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease has been requested to reflect actual FY25 available balance.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Parks
REVENUE ADJ AMOUNT	$(23,367.67)
EXPENDITURE ADJ AMOUNT	$(23,367.67)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease has been requested to reflect actual FY25 available balance.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Sports Fields
REVENUE ADJ AMOUNT	$(20,245.46)
EXPENDITURE ADJ AMOUNT	$(20,245.46)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Adjusting Dona Ana Move Trail budget amount to reflect actual FY25 balance.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Public Works
PROGRAM:	Architectural Management
REVENUE ADJ AMOUNT	$(46,599.96)
EXPENDITURE ADJ AMOUNT	$(46,599.96)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to align with the actual available funds for FY25 for the Police Station and Munson center renovations.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Public Works
PROGRAM:	Architectural Management
REVENUE ADJ AMOUNT	$(125,000)
EXPENDITURE ADJ AMOUNT	$(125,000)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: A budget decrease is requested for Mesilla Valley Community of Hope (MVCOH) Equipment - grant expired 6/30/2024.	

FUND NO.	4100
FUND TITLE:	Capital Projects Reimbursement Grants
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$(317,165.65)
EXPENDITURE ADJ AMOUNT	$(317,165.65)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for East Mesa Roads Drainage.	

FUND NO.	4106
FUND TITLE:	Public Park Development
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Parks & Recreation
PROGRAM:	Administration P&R
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$3,455,646.79
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Increasing budget to adjust various park impact fees (PIF) projects, High noon contingency fee, CES fee for Klein Park shade structure, CES for Klein Park, Site Furnishings, Benevidez water fountains, East Mesa Sports Complex - Phase I and II, this will also fund the completion of the Villa Mora Dam PIF project.	

FUND NO.	4201
FUND TITLE:	Capital Contributions
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Traffic Management
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$335,821.99
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Increase funds to pay developer as it is part of the Rinconada-Bataan traffic signal agreement.	

FUND NO.	4231
FUND TITLE:	2022 GO Bond
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(2,231,569.66)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for La Llorona park improvements project.	

FUND NO.	4270
FUND TITLE:	TIDD Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Economic Development
PROGRAM:	Destination Downtown
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$4,550,000
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Increasing budget to fund the Building Purchase and Renovations $1,800,000 and the Branigan Cultural Center Restoration by $1,000,000. An annual increase of $1,000,000 is requested for the ongoing Amador Hotel project. Additional funds of $750,000 are requested to complete the Alameda Blvd Reconstruction project.	

FUND NO.	4270
FUND TITLE:	TIDD Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(77,269.07)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for the Campo St. project.	

FUND NO.	4271
FUND TITLE:	TIDD STR Bond Project
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(66,990.77)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for Campo St. project.	

FUND NO.	4620
FUND TITLE:	2020A NMFA Facility Projects
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(2,175,431.13)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect the actual available funds for FY25 for the Transit Maintenance & Operations Facility project and the Parking Lots Program, specifically the Veteran's Parking Lot project. A budget decrease is requested to reflect actual available funds for FY25 for the Regional Aquatic Competition Pool project. Remaining funds will be allocated for site furnishing and landscaping, with all funds expiring on 6/29/25.	

FUND NO.	4634
FUND TITLE:	2020 NMFA MGRT
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(1,116,856.50)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for Midway Ave. Extension-Gas Line Rd to Mesa Dr and Bellamah Drive-Lees to Luna St projects.	

FUND NO.	4636
FUND TITLE:	23 NMFA MGRT
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(105,672.78)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for Active Transportation.	

FUND NO.	5010
FUND TITLE:	Airport
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Airport
REVENUE ADJ AMOUNT	$593,861.24
EXPENDITURE ADJ AMOUNT	$593,861.24
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: Adjusting budget to reflect accurate available balance in FY25.	

FUND NO.	5010
FUND TITLE:	Airport
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Airport
REVENUE ADJ AMOUNT	$(94,567)
EXPENDITURE ADJ AMOUNT	$(21,153.58)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Adjusting budget to reflect accurate available balance in FY25.	

FUND NO.	5010
FUND TITLE:	Airport
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Airport
REVENUE ADJ AMOUNT	$(10,500)
EXPENDITURE ADJ AMOUNT	$(10,500)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: The project agreement stipulates that 1% of funding must be allocated to Art in Public Places, totaling $10,500. The budget is being adjusted to reflect this requirement.	

FUND NO.	5010
FUND TITLE:	Airport
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Airport
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$22,830.84
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	
REASON FOR ADJUSTMENT: Budget requested to cover the remaining amount of the purchase order (PO) for the completion of the Airport Sign and Marking Project.	

FUND NO.	5923
FUND TITLE:	Transit Capital
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Fixed Route
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$515,426
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: The match portion of this grant was not carried over, so this adjustment is to align with the carryover amount.	

FUND NO.	5923
FUND TITLE:	Transit Capital
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Assistant City Manager’s Office
PROGRAM:	Fixed Route
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$27,128
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: The match portion of this grant was not carried over, so this adjustment is to align with the carryover amount.	

FUND NO.	5923
FUND TITLE:	Transit Capital
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Public Works
PROGRAM:	Engineering and Surveying
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(2,531,019.37)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	Yes
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds for the Transit Maintenance & Operation Facility project.	

FUND NO.	7480
FUND TITLE:	Gifts and Memorials
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Quality of Life
PROGRAM:	Library Programs
REVENUE ADJ AMOUNT	$(97,997.32)
EXPENDITURE ADJ AMOUNT	$(15,072.40)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: This adjustment updates available trust fund balances.	

FUND NO.	7480
FUND TITLE:	Gifts and Memorials
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of life
PROGRAM:	Library Support Services
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$74,486.73
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: This adjustment updates available trust fund balances.	

FUND NO.	7480
FUND TITLE:	Gifts and Memorials
TYPE OF ADJUSTMENT:	Expense
DEPARTMENT:	Quality of life
PROGRAM:	Museum Education
REVENUE ADJ AMOUNT	$
EXPENDITURE ADJ AMOUNT	$(836.39)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: The grant has expired and should no longer have any budget allocated. Therefore, all budget amounts are being removed.	

FUND NO.	7490
FUND TITLE:	Metropolitan Planning Organization
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Community Development
PROGRAM:	Metropolitan Planning Organization
REVENUE ADJ AMOUNT	$(265,140.61)
EXPENDITURE ADJ AMOUNT	$(152,218.68)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: A budget decrease is requested to reflect the actual available funds for FY25 for the FFY24 Mesilla Valley Metropolitan Planning Organization (MPO).	

FUND NO.	7492
FUND TITLE:	HIDTA-CLC
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	HIDTA-CLC
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$(136,464.17)
EXPENDITURE ADJ AMOUNT	$(136,464.17)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Budget for Project 22030 should be $0, removing all budget.	

FUND NO.	7492
FUND TITLE:	HIDTA-CLC
TYPE OF ADJUSTMENT:	Revenue & Expense
DEPARTMENT:	Metro Narcotics Agency
PROGRAM:	Non-Subsection
REVENUE ADJ AMOUNT	$(125,790.63)
EXPENDITURE ADJ AMOUNT	$(78,612.15)
TRANSFER ADJ AMOUNT	$
CIP PROJECT AMENDMENT NEEDED:	No
REASON FOR ADJUSTMENT: Budget for Project 22030 should be $0, removing all budget.	

25-047

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	October 21, 2024
Drafter:	Gaby Prats	**Department:**	Financial Services
Program:	GRANTS	**Line of Business:**	Fiscal Management

Title:	**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.**

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

PURPOSE(S) OF ACTION:

Accept awarded grants and amend FY25 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

During the FY2024 Legislative HB 2 General Appropriations Act of 2024, funding was designated for the Government Results and Opportunity Expandable Trust. These funds were disbursed through the various Council of Governments in New Mexico. Funding was designated through the GRO funds to the City of Las Cruces. These funds contribute to the following project types:

- Domestic Violence Victim Assistance
- Sexual Assault Services
- Permanent Supportive Housing
- Young Entrepreneurs
- Grant agreement from the South Central Council of Governments is attached to this Resolution as Attachment "A".

The request for City Council is to accept the budget adjustments to be used by the City Manager's Office Housing and Neighborhood Services Program for the scope of work as defined in the grant agreement.

SUPPORT INFORMATION:
Exhibit "A" Fund Summary
Attachment "A" FY25 GRO grant agreement fully executed

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: $800,000 **AVAILABLE AMOUNT:** 0 **EXPENDITURE AMOUNT:** $800,000

Funding Source(s):
Each sub-agreement within the agreement will have its own project number.

Overall Budget Impact:
Please refer to Exhibit "A" Fund Summary

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

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:
1. Vote “Yes”; this will approve the Resolution to accept the budget adjustments as presented and amend the City’s FY2025 Budget.
2. Vote “No”; this will not approve the Resolution to adjust the FY2025 Budget as presented and return the funds to the Council of Government.
3. Vote to “Amend”; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to “Table”; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-047

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.

The City Council is informed that:

WHEREAS, the City has received notice of a grant award from the South Central Council of Government designated from the Government Results and Opportunity Expandable Trust; and

WHEREAS, the grant will be used as designated in the scope of work and within the specified time period as shown in the grant agreement executed by the City Manager, or his designee; and

WHEREAS, the grant agreement that is the subject of this budget adjustment will be attached to the Resolution, as Attachment "A".

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

(I)

THAT the City hereby amends the FY2025 City Budget and accepts the grant award as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES Becki Graham

NAYS

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	16,996,967	0	16,996,967
State Grants	7,421,065	6,814,132	800,000	7,614,132
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	**22,851,831**	**24,000,455**	**800,000**	**24,800,455**
TOTAL RESOURCES	**$ 23,122,566**	**24,000,455**	**800,000**	**25,071,190**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	10,360,103	800,000	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,326,220	0	4,326,220
Las Cruces Fire Department	1,415,683	1,101,217	0	1,101,217
Utilities	378,926	378,926	0	378,926
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	0	233,737
Human Resources	0	0	0	0
Financial Services	366,296	366,296	0	366,296
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	150,000	0	150,000
Parks & Recreation	0	45,006	0	45,006
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 22,854,616**	**24,025,835**	**800,000**	**24,825,835**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 267,950**	**(25,380)**	**0**	**245,355**

South Central
COUNCIL OF GOVERNMENTS
PO Box 1072
Elephant Butte, NM 87935
(575) 744-4857

INTERGOVERNMENTAL SERVICES AGREEMENT

City of Las Cruces

"GRO SPECIAL APPROPRIATIONS
Las Cruces and Dona Ana County Permanent Supportive Housing (Hamblen)
Las Cruces and Dona Ana County Young Entrepreneurs (Hamblen)
City of Las Cruces Domestic Violence Victim Assistance (Steinborn)
City of Las Cruces Sexual Assault Services (Steinborn)

WHEREAS, in the 2024 Legislative Session, via House Bill 2 as appropriated and enacted by Governor Michelle Lujan Grisham, contained an appropriation to support programmatic costs, resources and services for City of Las Cruces (Hereinafter called "CITY") and

WHEREAS, the legislation further articulated that the South-Central Council of Governments would be the fiscal agent and responsible manager of all funding, uses, and administration in alignment with all applicable State laws and contracts including the attached grant agreement(s); and

WHEREAS, the South-Central Council of Governments (hereinafter "SCCOG") provides a range of planning services on behalf of the City and other entities in the south central region of New Mexico, and moreover has specific knowledge of the background and intent of said planning grant; and

WHEREAS, SCCOG was statutorily established to function as a multi-jurisdictional planning entity, formed by and in service to a voluntary association of units of local government in Planning District 7, pursuant to: the Regional Planning Act, Section 3-56-1 through 3-56-9, NMSA 1978; the Planning District Act, Sections 4-58-1 through 4-58-6, NMSA 1978, NMSA 1978; and Executive Orders of the New Mexico Governor dated January 2, 1969 and January 10, 1973 regarding Planning and Development Districts in the State of New Mexico; and

WHEREAS, the City of Las Cruces is an active member of the SCCOG and holds several voting seats on the Board of Directors thereof; and

WHEREAS, the New Mexico Department of Finance and Administration further encourages the use of intergovernmental services agreements as appropriate to the efficient procurement of inter-agency services; and

WHEREAS the SCCOG desires to engage City of Las Cruces to implement these proposed services based its experience with partners, provides, and track record in the use and accountability that comes with government funding; and

WHEREAS, The SCCOG reviewed the GRO allocations with each legislator providing funding. These meetings provided guidance and direction. These meeting(s) identified the non-profits eligible to receive said funding; and

WHEREAS, the City of Las Cruces conducts a competitive application process for awarding grants to eligible non-profit organizations for providing qualified health and supportive services to the sick, indigent, and low-income residents of Las Cruces (Dona Ana County).

- **WHEREAS**, the City of Las Cruces has a service agreement with **La Casa Inc.** for the provision of victim assistance services for domestic violence victims;

- **WHEREAS**, the City of Las Cruces has a service agreement with **Mesilla Valley Community of Hope (MVCH)** for the provision of housing and supportive services to persons experiencing homelessness in Las Cruces (and Dona Ana County).

- **WHEREAS**, the City of Las Cruces has a service agreement with **La Piñon Sexual Assault Recovery Services of Southern New Mexico** for the provision of services to victims of sexual assault, child abuse, and child sexual abuse.

- **WHEREAS**, the City of Las Cruces has a service agreement with the **Community Action Agency of Southern New Mexico** for the provision of services to low-moderate-income families.

THEREFORE, this agreement is entered into by and between City of Las Cruces (City) and the South Central Council of Governments (SCCOG) pursuant to the following purposes, conditions and terms:

GRO SPECIAL APPROPRIATIONS PROJECT # 24-ID132 ($200,000.00)
Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to provide permanent supportive housing to families experiencing homelessness in Las Cruces and Dona Ana County.

GRO SPECIAL APPROPRIATIONS PROJECT # 24-ID133 ($200,000.00)
Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to provide support and training to young entrepreneurs in Las Cruces and Dona Ana County.

GRO SPECIAL APPROPRIATIONS PROJECT # 24-ID127 ($200,000.00)
Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to City of Las Cruces for domestic violence victim assistance.

GRO SPECIAL APPROPRIATIONS PROJECT # 24-ID128 ($200,000.00)
Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to City of Las Cruces for sexual assault services

A. **PURPOSE:** The purpose of this Agreement shall be for City of Las Cruces to manage, implement, procure, deliver, report, on programs required to support Domestic Violence Assistance, Sexual Assault Services, Permanent Supportive Housing, and Young Entrepreneurs.

1. **Funds may be used for, but not limited to:**

   i. Capital (Government entity only)
   ii. Employee costs for salaries.
   iii. Employee costs for supportive services.
   iv. Reports and studies.
   v. Property improvements projects.
   vi. Contracts to provide services.
   vii. Non-Profit contracting and supportive services (In compliance with the Anti-Donation Clause)

B. **PROGRAM REQUIREMENTS:**

1. The City of Las Cruces Shall:

- Shall develop separate scope of work (SOW) and budget for each grant (4). SOW/Budget shall be submitted within 45 days following the final signature(s) from the City and SCCOG.
- Understand that this funding is part of two-year agreement that can be expended sooner and/or as needed.
- GRO Funds are not recurring and must be spent prior to the two-year period expiring June 30, 2026.
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement.
- Commit to all upfront payments for all legitimate request for payments **THEN** request reimbursed through the SCCOG. The SCCOG will request reimbursement from the Department of Finance and Administration per the agreements.
- Provide quarterly reporting with pay request for each appropriation above including but not limited to amount encumbered, expenses, remaining and program beneficiaries and any other performance metrics that are currently being tracked by the City or its sub-contractors.
- Quarterly reports and pay request may be submitted via email, USPS, private carrier or hand delivery. All correspondence shall be to the address provided in Section O.
- Submit reports and pay requests on forms approved by the SCCOG.
- For any Non-Profit agreements, Sub-contractor agreements, assure proper procuring, vetting, and management of portions of the agreements.
- All Non-Profit agreements, Sub-contractors agreements shall be provided to SCCOG in accordance with local and State procurement codes;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant

agreement;

- Act as liaison between SCCOG and appropriate NM state agencies;
- Work and support the SCCOG with the Department of Administration to solve any discrepancy that may arise that would hold up project reimbursements to the SCCOG and acting as a facilitator if disagreement arises.

2. South-Central Council of Governments Role and Responsibilities. The SCCOG understands it remains ultimately responsible for executing and complying with all applicable Federal, State, and Local Laws and grant agreement requirements such as flow down provisions, executing procurement responsibilities and subcontractor management, including all reporting requirements established by the State of New Mexico.

C. **TIMEFRAME:**

1. Work pursuant to this agreement shall be effective sooner than July 1, 2024 but not before the Notice of Obligation is signed by SCCOG and DFA. Projects shall be completed by June 15, 2026. Funds not spent by June 30, 2026, shall revert to the State of New Mexico. Final payment request must be submitted by July 10th, 2026 (5pm/MST).

D. **COMPENSATION:**

1. Total compensation under this agreement shall not exceed Eight-Hundred Thousand Dollars and Zero Cents ($800,000.00).
2. Two-Hundred Thousand and Zero Cents ($200,000.00) for each grant project (4).
3. Grant funds shall not transfer between projects.
4. Within the total compensation amount, The City of Las Cruces shall be authorized to subcontract work to qualified parties for expert assistance with the "PURPOSE" herein.

E. **Method of Payment:**

1. The City of Las Cruces shall present to the SCCOG invoices for services not more frequently than quarterly. Upon receipt of a complete pay request to the SCCOG fiscal agent, payment for the reported fees and reimbursable expenses shall be made within thirty (30) days. ALL reimbursements shall be made by check mailed to the address of record. ACH payments shall not be utilized.

F. **Record Keeping and Retention:**

1. The City of Las Cruces shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the SCCOG or its designees. The SCCOG shall have the right to audit billings both before and after the payment. Payment under this Agreement shall not foreclose the right of the SCCOG to recover excessive or illegal payment.

G. **ACCESS TO INFORMATION:**

1. It is agreed that the SCCOG and its agencies shall furnish all available information, data, reports, records and maps to The City of Las Cruces. No charge shall be made to the City for such information, and the SCCOG and its agencies shall cooperate with the City to facilitate performance of the work described in this agreement.

H. **OWNERSHIP OF DOCUMENTS:**

1. All documents and data produced pursuant to this agreement shall be the property of SCCOG. The City shall be permitted to retain reproducible copies, to cite itself and/or its consultants as producers of said work, and to disseminate such documents as permitted by the City.

I. **LIMITATION OF LIABILITY:**

1. This Agreement shall not create a general liability of the constituent members of the SCCOG.
2. To the extent allowed by law, the City will hold the SCCOG harmless for expenses or claims that arise out of the City's administration of said grants. This shall not be construed as a limitation of the City's indemnification protections under this agreement or as otherwise provided by law.

J. **MODIFICATION AND TERMINATION:**

1. Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

K. **CERTIFICATION:**

1. The City shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payment of federal, state and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws.

L. **ADEQUATE APPROPRIATIONS:**

1. This agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the SCCOG to the City. The SCCOG's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final. If the SCCOG proposes an amendment to the Agreement to unilaterally reduce funding, the City shall have the option to terminate the Agreement or agree

to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

M. STATUS OF CONTRACTOR:

1. The City and its officers, agents and employees are independent contractors performing professional services for the City and are not employees of the SCCOG. The City and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the SCCOG as a result of this Agreement. The City agrees not to purport to bind the SCCOG unless the City has express written authority to do so and then only within the strict limits of that authority.

N. PENALTIES:

1. The Procurement Code, § 13-1-28 through §13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

O. NOTICES, PAY REQUESTS, REPORTS:

1. Any notices, payment requests and quarterly reports required to be given to either party by this Agreement shall be in writing and may be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows;

2. Pay requests and reports (only) may also utilize email.

To the SCCOG:

Jay Armijo, Executive Director
P.O. Box 1072
Elephant Butte, NM 87935

To The City of Las Cruces

Gabriela M. Prats, Grant Manager
700 N Main St.
Las Cruces, NM 88001

Fiscal Reporting:

Gary Whitehead, GRO Coordinator
PO Box 1072
Elephant Butte, NM 87935
gwhitehead@sccog-nm.com

IN WITNESS WHEREOF, the parties affix their signatures here below:

South Central Council of Governments:

BY: _____ Date: 07/10/2024

Jay Armijo, Executive Director

City of Las Cruces:

BY: _____ Date: 10/2/24.

Ikani Taumoepeau, City Manager

Approved as to Form:

for BD 9/26/24

CITY ATTORNEY

Las Cruces GRO IGA SFY24 signed

Final Audit Report 2024-10-07

Created:	2024-10-07
By:	Gary Whitehead (gwhitehead@sccog-nm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGpE0fLIaXZIMj4LeQ-TTPXSDG7ZVFJJa

"Las Cruces GRO IGA SFY24 signed" History

Document created by Gary Whitehead (gwhitehead@sccog-nm.com)
2024-10-07 - 6:48:22 PM GMT

Document emailed to Jay Armijo (jarmijo@sccog-nm.com) for signature
2024-10-07 - 6:48:25 PM GMT

Email viewed by Jay Armijo (jarmijo@sccog-nm.com)
2024-10-07 - 9:20:47 PM GMT

Document e-signed by Jay Armijo (jarmijo@sccog-nm.com)
Signature Date: 2024-10-07 - 9:21:28 PM GMT - Time Source: server

Agreement completed.
2024-10-07 - 9:21:28 PM GMT

25-048

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	October 21, 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 Captial Improvements Program (CIP) for Fiscal Year (FY) 2025 through 2030.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Council adopted the FY 2025-2030 Capital Improvements Program (CIP) on May 20, 2024. The proposed amendment to the CIP contains updated project information including funding sources and amounts.

This amended CIP will allocate funding to projects that are at 90% design completion demonstrating Active Transportation and Complete Streets elements.

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
☐ 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 amended projects.

RESOLUTION 25-048

A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

WHEREAS, the Captial 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 location 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

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Amended: 10/21/2024

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**7,044,938**	**1,085,000**	**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		**6,544,938**	**1,010,000**	**635,000**	**635,000**	**635,000**	**635,000**	
Active Transportation Program		5,577,515	220,000	135,000	135,000	135,000	135,000	**Bonds,** Grants**, Taxes**
Active Transportation Projects	Public Works	1,887,976						**Bonds,** Grants
2024 Legislative Appropriations			*350,000*					
Pending Design Approval			(265,000)					
Las Cruces Lateral Trail	Parks and Recreation	189,000						**Bonds**
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	400,000						**Grants, Taxes**
2024 Legislative Appropriations (R)			*290,000*					
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
Active Transportation - Future Projects		-	**75,000**	**174,000**	-	-	-	
Tortugas Trail	Parks and Recreation							Grants
2024 Legislative Appropriations (R)			*75,000*					
Green Cool Corridors for Bicycles	Sustainability			174,000				Grants, Taxes
AIRPORT		**2,577,509**	**19,107,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**2,437,709**	-	-	-	-	-	
LRU Runway Improvements	Las Cruces Airport	2,437,709						**Grants,** Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,437,709						**Grants,** Taxes
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		-	**18,907,903**	**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	-	14,172,903	-	-	-	12,850,000	Grants
LRU Runways 8/26 and 12/30 Blast Pads	Las Cruces Airport		410,000					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		**10,137,334**	**9,975,000**	**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		**4,265,000**	**5,975,000**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	4,265,000						**Grants, Taxes, Telshor**
2024 Legislative Appropriations			*5,975,000*					
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**346,000**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Newly Funded		**346,000**	**-**	**-**	**-**	**-**	**-**	
Well Monitoring	Public Works	346,000						**Telshor**
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Future Projects		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		**6,017,040**	**15,850,746**	**1,300,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**6,017,040**	**13,580,000**	**500,000**	**-**	**-**	**-**	
Arts and Cultural District Improvements	Non-Profit	1,875,623						**Bonds, Taxes**
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**
MVCoH Flooring	Non-Profit	10,317						**Grants**
MVCoH 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**
MV Community of Hope - The Kitchens	Non-Profit	1,866,500	10,850,000					**Grants**
2024 Legislative Appropriations			*1,150,000*					
Non-Profit - Future Projects		**-**	**2,270,746**	**800,000**	**-**	**-**	**-**	
Children's Museum Facility	Quality of Life	-						Grants
2024 Legislative Appropriations (R)			*690,746*					
La Casa, Inc. Safety and Security Improvements	Non-Profit		-					Grants
2024 Legislative Appropriations			*580,000*					
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		**2,736,816**	**7,235,000**	**1,755,000**	**1,755,000**	**1,755,000**	**1,755,000**	
Other - Carryover Projects		**2,736,816**	**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	250,000						**Bonds**
Downtown Shade Structures	Economic Development	600,000						**TIDD**
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		**13,329,488**	**10,675,485**	**67,575,000**	**4,100,000**	**4,101,000**	**4,101,000**	
Park Improvements - Newly Funded		**804,215**	**550,000**	**-**	**-**	**-**	**-**	
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**
Soldados Field Restroom	Parks and Recreation	404,215	550,000					Grants, Bonds, **PIF**, Taxes
Park Improvements - Carryover Projects		**8,452,023**	**2,689,494**	**125,000**	**-**	**-**	**-**	
A. Fielder Memorial Safe Haven Renovations	Parks and Recreation	43,400						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	1,387,484						**Grants,Taxes, PIF**
Chandler Tank Park	Parks and Recreation	1,071,192						**PIF, Taxes**
Gallagher Park Improvements	Parks and Recreation	26,377						**Other**
Highland Park		2,027,275						**Bonds , Other , PIF**
GO Bond 2018- Park & Sport Field Improvements & Additions	Public Works	30,874						**Bonds**
GO Bond 2022- Parks Improvements	Public Works	1,915,919						**Bonds**
GO Bond 2018 - Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						**Bonds**
Klein Park Improvements	Parks and Recreation	210,000						**Grants,** PIF
Parks and Recreational Facilities Structural Renovations	Parks and Recreation	300,000	585,000	125,000				**Grants, Taxes**
2024 Legislative Appropriations (Lift Up)			*100,000*					
Park Drinking Fountains	Parks and Recreation	279,326	55,000					Grants, **Taxes**
Pioneer Women's Park improvements	Parks and Recreation	660,000						**Grants**
2024 Legislative Appropriations (R)			*175,669*					
Skate Park Renovation & Improvements	Parks and Recreation	248,263						**Grants, PIF**
2024 Legislative Appropriations (R)			*773,825*					
Veteran's Memorial Park Enhancements	Parks and Recreation	247,500	1,000,000					**ARPA, Bonds, Grants, Taxes**
Park Improvements - Annual Projects		**4,073,250**	**4,249,000**	**4,250,000**	**4,100,000**	**4,101,000**	**4,101,000**	
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**
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 - Future Projects		**-**	**3,186,991**	**63,200,000**	**-**	**-**	**-**	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation		144,000	3,200,000				ARPA, Bonds, Grants, Taxes
2024 Legislative Appropriations (R)			*662,991*					
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Light Poles at Maag	Facilities Management		1,010,000					Bonds, Grants, Taxes
Valley View Park - Heske Garden Lighting Replacement	Parks and Recreation		100,000					Grants
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PARKS - NEW		**9,457,126**	**3,600,000**	**8,855,000**	**1,500,000**	**2,700,000**	**1,500,000**	
Parks - New - Carryover Projects		**6,032,797**	**800,000**	**500,000**	**500,000**	**500,000**	**500,000**	
GO Bond 2022- East Mesa Public Recreation Complex	Public Works	3,316,762						**Bonds**
E. Mesa Public Recreational Complex	Public Works	2,096,221						**Bonds, PIF,** Grants
2024 Legislative Appropriations			*300,000*					
Metro Verde Neighborhood Parks	Parks and Recreation	619,814	500,000	500,000	500,000	500,000	500,000	**PIF**
Parks - New - Annual Projects		**3,424,329**	**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	1,919,000	500,000	500,000	500,000	500,000	500,000	**Taxes, PIF**
Neighborhood Parks		614,709	500,000	500,000	500,000	500,000	500,000	**PIF**
Neighborhood Parks	Parks and Recreation	614,709	500,000	500,000	500,000	500,000	500,000	**PIF**
New Skate Park- Plan and Design	Parks and Recreation	445,310						**Grants**
Parks - New - Future Projects		**-**	**1,800,000**	**7,355,000**	**-**	**1,200,000**	**-**	
2024 Legislative Appropriations (R)			*100,000*					
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		**17,572,163**	**30,308,013**	**32,438,796**	**12,387,396**	**38,988,396**	**13,382,396**	
Public Facilities - Carryover Projects		**1,311,506**	**4,000,000**	**-**	**-**	**-**	**-**	
Branigan Cultural Center Improvements	Quality of Life	260,232	1,000,000					**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	33,476						**Bond**
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	580,555	3,000,000					**Grants, PIF**
Public Facilities - Annual Projects		**16,260,657**	**7,997,017**	**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	2,199,404	280,500	280,500	280,500	280,500	280,500	**TIDD**
Downtown Parking Lot Program	Facilities Management	2,199,404	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		2,403,013	-	-	-	-	-	**Grants, Taxes**
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	1,275,000	-	-	-	-	-	**Grants, Taxes**
Paz Ball Field Parking Lot Improvements	Parks and Recreation	650,000						**Taxes**
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	200,000						**Grants**
Veterans' Park Parking Lot	Parks and Recreation	278,013						**Grants, Taxes**
Safety, Health, Environmental & Emergency		8,448	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	8,448	270,500	255,500	270,500	255,500	255,500	**Taxes**
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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
General Facilities Improvements Program		9,319,792	5,179,317	17,100,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes, Telshor**
General Facilities Improvements	Facilities Management	1,000,000						**Telshor**
Amador Hotel Renovation	Quality of Life	2,989,993	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	**Taxes, TIDD**
2024 Legislative Appropriations (R)			*74,783*					
Benavidez Center Renovations	Quality of Life	126,225	-					**Grants,** Taxes
Branigan Library - Expansion Phase II/Branch	Quality of Life	77,808	1,750,000	15,750,000				**Grants**, Taxes
Communication and Cashier Offices Construction	Facilities Management	398,900						**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	2,279,375						**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
Sage Café Expansion	Quality of Life	-	2,204,534					Taxes
2024 Legislative Appropriations (R)			840,119					
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
HVAC Upgrade Program	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 Rehabilitiation	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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PUBLIC SAFETY		**13,772,483**	**13,036,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
Public Safety - Carryover Projects		**13,772,483**	**7,950,500**	**-**	**-**	**-**	**-**	
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	51,638	1,450,000					**ARPA**, Grants
2024 Legislative Appropriations			*2,550,000*					
Fire Station 9	Fire Department	11,735,615	1,100,000					**Bonds,** Grants, **Telshor**
GO Bond 2022 - New Fire Station	Fire Department	9,514,372						**Bonds**
2024 Legislative Appropriations			*100,000*					
GO Bond 2018 - New Fire Station No. 3 Building	Fire Department	19,407						**Bonds**
Police Department Building Renovation	Police Department	15,134	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		1,100,000	900,000	-	-	-	-	**Grants**
Real Time Crime Center (RTCC)	Police Department	1,100,000	250,000					**Grants**
2024 Legislative Appropriations			*650,000*					
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
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		**15,400,779**	**5,421,800**	**3,340,000**	**70,000**	**70,000**	**70,000**	
Public Transit - Carryover Projects		**15,370,297**	**-**	**-**	**-**	**-**	**-**	
Active Transportation		15,370,297	-	-	-	-	-	**Grants, Taxes**
Municipal Service Center - Transit	RoadRunner Transit	15,370,297						**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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
RESILIENCY		**6,882,274**	**1,000,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency - Carryover Projects		**214,152**	**-**	**-**	**-**	**-**	**-**	
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	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		**45,299,018**	**38,790,376**	**33,238,200**	**28,019,000**	**25,625,000**	**36,115,000**	
Streets Improvements - Carryover Projects		**21,238,655**	**2,680,000**	**-**	**-**	**-**	**-**	
Bellamah Drive - Lees Drive to Luna Street	Public Works	1,983,277						**Bonds, Taxes**
Casa Linda Acres Reconstruction (+Resiliency Funds)	Public Works	2,984,760						**ARPA, Taxes**
Downtown Street Improvements		6,986,630	-	-	-	-	-	**TIDD**
Campo Street Design and Reconstruct	Public Works	6,986,630	-					**TIDD**
East Mesa Recreation Complex Roads (+Resiliency & CS Funds)	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						**Bonds, Grants, Taxes**
Telshor Spruce Intersection Improvements	Public Works	391,160	2,200,000					**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		**24,060,363**	**15,486,552**	**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		4,624,157						**Bonds**
East Mesa Roads and Drainage (Cortez Rd)	Public Works	1,699,406						**Bonds**
South Main St - Avenida de Mesilla to Boutz	Public Works	1,100,000						**Bonds**
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
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Rd)	Public Works	1,710,493	292,052	500,000	500,000	500,000	500,000	**Grants, Bonds, Taxes**
2024 Legislative Appropriations (R)			*292,052*					

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
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		250,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Rights of Way		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	715,888						**Taxes**
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	411,956	-	-	-	-	-	**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	8,140,481	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Condition Index Improvements	Public Works	8,140,481	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	Public Works	88,361	450,000	450,000	450,000	450,000	450,000	**Taxes**
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**
Streets Improvements - Future Projects		**-**	**20,623,824**	**15,523,200**	**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
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works		659,400					Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Alameda Blvd Design and Construct	Public Works		750,000					**TIDD**
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

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Traffic Signal Program		-	-	1,500,000	-	-	-	Taxes
Lohman at Walnut and Walton Signal Improvement	Public Works			1,500,000				Taxes, Grants
Sequoia Ave - Valley Dr to EOP	Public Works			2,420,000				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-Sequioa 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		**13,712,479**	**104,655,574**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
Utilities - Carryover Projects		**13,712,479**	**50,310,265**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
2020 Wastewater Bond Projects	Utilities	220,001						**Other**
2020A Water Utilities Projects	Utilities	2,165,201						**Other**
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	**Other**
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	1,389,046						**Other, Grants**
2024 Legislative Appropriations (R)			*348,451*					
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						**Other**
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						**Other**
WW23 Projects	Utilities	730,434	5,181,394	11,232,265				**Other**
Utilities - Future Projects		**-**	**54,345,309**	**-**	**-**	**-**	**-**	
Belt Filter Press Drainage Improvement	Utilities		93,000					Other, Grants
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Other, Grants
Lift Station Stationary Generator Installation	Utilities		100,000					Other, Grants
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Other, Grants
Water Valve Replacements	Utilities		120,000					Other, Grants
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Other
Transite Pipe Identification & Replacement	Utilities		5,000,000					Other
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ALL DEPARTMENTS								
Total Annual Projects		**54,657,003**	**31,203,069**	**44,090,200**	**26,135,200**	**25,381,200**	**25,381,200**	
Total Carryover Projects		**102,105,896**	**89,275,259**	**29,979,881**	**4,545,000**	**4,755,000**	**4,185,000**	
Total Future Projects		**-**	**188,313,069**	**133,062,296**	**44,538,696**	**111,783,696**	**60,087,696**	
Total Newly Funded Projects		**7,522,549**						
GRAND TOTAL		**164,285,448**	**308,791,396**	**207,132,377**	**75,218,896**	**141,919,896**	**89,653,896**	

Abbreviations:

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
Telshor - Telshor Fund
TIDD - Tax Increment Development District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

Notes

Indicates a Change
Indicates newly submitted

Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in bold

25-049

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	October 21, 2024
Drafter:	Carol Brey	**Department:**	Quality of Life
Program:	Quality of Life	**Line of Business:**	Las Cruces Public Libraries
Title:	**A RESOLUTION ADOPTING THE LAS CRUCES PUBLIC LIBRARIES MASTER PLAN.**		

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

PURPOSE(S) OF ACTION:
To adopt the Las Cruces Public Libraries Master Plan.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Library Consultants Godfrey's Associates, Inc. were hired in May 2022 to develop the Las Cruces Public Libraries Master Plan. This is the third master plan for the City of Las Cruces' library system over a span of 25 years. Led by Brad Waters and his late father Richard Waters, the Godfrey's Associates, Inc. team has worked closely with City staff and community stakeholders over the past two years. Utilizing results from community surveys, focus groups, interviews, public meetings, and a public charrette process, Godfrey's Associates, Inc. worked within the framework of existing City strategic and comprehensive plans – as well as a study of peer libraries – to develop a master plan for the library system that will engage the community and meet the needs for library services well into the future, attached hereto as Exhibit "A." The attachments to the Master Plan are also attached as "Exhibit B". The Quality of Life Department requests approval by the City Council to adopt the Las Cruces Public Libraries Master Plan.

SUPPORT INFORMATION:
Exhibit "A" - Las Cruces Public Libraries Master Plan
Exhibit "B" - Library Master Plan Appendices

PLAN(S):
City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
Library Board

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and adopt the Las Cruces Public Libraries Master Plan.
2. Vote "No"; this will not approve the Resolution nor the respective Las Cruces Public Libraries Master Plan.
3. Vote to "Amend"; this could delay the Resolution and would require further direction from City Council.
4. Vote to "Table"; this could delay the Resolution and would require further direction from City Council.

RESOLUTION 25-049

A RESOLUTION ADOPTING THE LAS CRUCES PUBLIC LIBRARIES MASTER PLAN.

The City Council is informed that:

WHEREAS, Library Consultants Godfrey's Associates, Inc. were hired in May 2022 to develop the Las Cruces Public Libraries Master Plan; and

WHEREAS, the consultants developed a master plan for the City of Las Cruces library system that will engage the community and meet the need for library services well into the future.

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

(I)

THAT the Resolution to adopt the Las Cruces Public Libraries Master Plan as shown in Exhibit "A" attached hereto and made part of this resolution is hereby approved.

(II)

THAT the Master Plan attachments as shown in Exhibit "B" and part of this resolution are hereby approved.

(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

Las Cruces Public Libraries Master Plan

Final Report

for the
City of Las Cruces

October 2, 2024

submitted by:

Godfrey's Associates
an RL Waters Library Consultation Services Co.

Godfrey's Associates, Inc.
Library Planners & Consultants
Dallas, Texas
(469) 987-5725

Executive Summary

Section 1. Project Background
Project intent.
History of Las Cruces and the Branigan Memorial Library.
Las Cruces demographic characteristics.
Report contents.

Section 2. Industry Trends & Best Practices
Industry trends, standards & best practices that influence Master Plan development:

- Services & facilities in other libraries.
- Technological innovations.
- Levels of library services in terms of resource allocations per capita for collections, staffing & library facility square footage.

Section 3. Public Engagement
Recent & current community challenges & needs from public forums and research:

- Interviews with key stakeholders to identify significant issues.
- Focus groups with various community representatives.
- Community-wide meetings.
- Online surveys in English & Spanish.

Section 4. Peer Library Analysis
The City's level of service compared with those of similar regional cities and industry standards – with a summary of existing conditions, inventories & levels of service, inclusive of any areas of shortfall as compared to average industry, regional & national standards.

Section 5. Operations Analysis
The City's level of service in the following areas:

- Ratio of staff to operate recommended hours & services.
- Staff recruitment.
- Diversity, inclusion & accessibility in staffing, programs & services based on Las Cruces' demographics.
- Library technology relative to future needs.
- General fund budget resources expended for library operations.
- Expenditures on children's collections, bilingual materials, programs & services.

Section 6. Analysis of Library Facilities
Twenty-year population projections for Las Cruces.

Gaps in the City's current & projected Library square footage as compared with national standards & space in comparable cities.

Section 7. Mapping Library Service Areas
Definition of existing Library service areas boundaries. Identification of areas of the city not currently serviced by the existing Library.

- Unserved and underserved areas of the city that need or would benefit from library services.
- Areas of the city that are within reach of County Libraries in neighboring communities to avoid duplication of service areas.

Library locations that would strategically broaden the reach of library services to the greatest number of residents.

Section 8. Recommendations
Recommend attainable goals, objectives & policies that articulate a clear roadmap to guide library services & facilities.

Options for improvements using a phased, multi-year approach over a 5-, 10- & 20-year implementation schedule that includes:

- Strategies & priorities for budgetary support for short-term (5 years), mid-term (10 years) & long-term (20 years) sustainability & planned growth of the overall Library system.
- A plan for renovation, expansion, and/or acquisition and development of any necessary land or space for library facilities.
- Recommendations for staffing, operating hours, capital construction & replacement plan – with programming & budget needs, inclusive of alternate funding mechanisms for consideration.

Agenda Item #6.5.
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Agenda Item #6.5.

Section 9. Appendices. Supporting data for specific Sections of the Final Report:

1.1 Complete US Census Bureau demographic statistics comparing Las Cruces with Dona Ana County, New Mexico, and the United States.

2.1 Definition of Terms.
2.2 Library Facility Standards.
2.3 Library Space Standards.
2.4 Library Parking Guidelines.
2.5 Library Site Evaluation Criteria.
2.6 *State of U.S. Public Libraries – More Popular & Digital Than Ever*
2.7 Public Libraries Mixed with Housing
2.8 Data Analytics for Public Libraries
2.9 Library Technology Trends

3.1 Complete Online Survey Responses in English.
3.2 'I Want My Library To . . .' Survey Questions.

4.1 Complete Statistics Used to Analyze Peer Libraries.

5.1 New Branch Library Staffing Plan.

6.1 20-year Las Cruces Population Projections.
6.2 Space Needs for Prototype Branch & Branigan Libraries.

7.1 Map of Las Cruces.

8.1 2017 Texas Public Libraries ROI Report.
8.2 Mobile Library Service Alternatives.
8.3 Phased Branigan Library Renovation & Expansion Cost Model.

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Section 1: Introduction

Section 1 Introduction

Eric Klinenberg, in his book, *Palaces for the People: How Social Infrastructure Can Help Fight Inequality, Polarization, and the Decline of Civic Life*,[1] defines social infrastructure as the physical places and organizations that shape the way people interact. He includes stores, coffee shops, free spaces such as parks, beaches, playgrounds, and especially – libraries – all of which are vital to promoting civic engagement and maintaining the society we live in.

Klinenberg believes public libraries are really the paradigmatic social infrastructure – the best case of a physical place open and accessible to everyone, regardless of age, ethnicity or race, social class, political or citizenship status. Public libraries are places defined by generosity of spirit, predicated on the idea that every human being deserves access to our shared cultural heritage by virtue of their humanity.

Klinenberg goes on to point out that public libraries are more than just welcoming physical places. They can be used flexibly, programmed, and staffed by librarians and information specialists dedicated to helping people discover what they are looking for without judgment or surveillance. Public libraries truly are Palaces for the People. This has been, can, and should be the case for Las Cruces Public Libraries.

Project Understanding & Intent

The City of Las Cruces (the City) issued a Request for Proposals (RFP) from qualified consulting firms to develop a Library Master Plan as described in this Section. Responses to the solicitation were submitted to the City Purchasing Section, subject to requirements and conditions of General Conditions of Proposing, subject to Chapter 24 of the City Procurement Code, Las Cruces Municipal Code. Subsequently, Godfrey's Associates, Inc. (the Consultants) were selected to work closely with City of Las Cruces staff, community stakeholders, and existing strategic and comprehensive plans to develop a master plan for the library system.

Godfrey's Associates, Inc. Library Planners & Consultants

Godfrey's Associates is a full-time library consulting and planning firm, in continuous business since 1979. We collaborate nationwide with libraries of all types and sizes, but public libraries are our largest customer base. We combine the expertise of Masters of Library Science (MLS)-trained Librarians with a practicing Architect to provide clients an array of services.

Godfrey's has consulted with more than 380 clients in 47 of the 50 states, the District of Columbia, and abroad, blending an understanding of library operations with in-house library space planning and design. Our experience makes us sensitive to the need for staff-efficient library buildings – therefore, we stress functionality. Godfrey's work is typically conducted on-site – and from offices in Dallas, Texas.

Godfrey's history brought to Las Cruces a broad range of trends, innovative ideas, and solutions to meet the challenges of today and tomorrow. Our intent was to provide Las Cruces Public Libraries (LCPL) with an awareness of successful methods other progressive communities and their libraries use to meet emerging needs of residents and businesses. Godfrey's consultants have worked as librarians and administrators of public library systems, active in national library organizations such as the American Library Association (ALA), the Public Library Association (PLA), and the Urban Libraries Council (ULC).

[1] Crown, © September 11, 2018.

Community Involvement. Godfrey's Associates' consultants were charged with developing a public involvement strategy for Las Cruces Libraries – with methodologies to actively engage citizen participation in the decision-making process – ensuring that all interested stakeholders were aware of participation opportunities. The Consultants ensured that a diverse group of people were represented, including people who did not currently use library services. Community needs and desires were considered when making final recommendations. The Consultants provided a menu of options to meet these goals within Las Cruces' community, which included:

- Interviews with key stakeholders to identify significant issues; targeted or general surveys at community gatherings at public places and community spaces.
- Focus Groups with various representatives of special interests.
- Community Workshops.
- Surveys, interviews, and workshops accessible to the community, offering all the above in Spanish and ensure that meetings and surveys are accessible to people with disabilities.

The Consultant was required to work with City staff to comply with public meeting notification requirements and were responsible for preparing a public information program inclusive of producing materials to help inform the public about the plan's process, progress, key recommendations, and findings. Materials produced for the public were bilingual and ADA accessible.

The Consultants were responsible for producing a Library Master Plan that incorporated reports, data, and recommendations. This Master Plan includes, but is not limited to, the following:

- Development of a Master Plan that identifies industry standards and best practices.
- Incorporation of technological innovations and opportunities for services and facilities.
- Determination of options for improvements using a phased, multi-year approach and a 5- to 10-year implementation schedule.
- Identification of industry standards for resource allocation per capita for library services. Examples include levels of funding for library services and staffing, and square footage allocation for library facilities, etc.
- Clear and attainable library service goals. Master copies in full color, editable digital format for each report were delivered throughout the Library Master Plan project. File formats for public posting were compatible with the City's website and ADA compliant.

Major Tasks to be Accomplished

Godfrey's organized a Work Plan along the lines of three phases stated in the RFP, taking the liberty to reorder some tasks. This Master Plan addresses all RFP-stipulated requirements and more (blue text indicates Consultant augmentations to the original RFP scope). Our sequence for completing the Scope of Work was as follows:

Phase 1 Project Administration

- City-Provided Items.
- Progress Reporting.
- Deliverables.
- Public Engagement & Information.

Phase 2 Needs Assessment

- Library Facilities Analysis.
- Operations, Programs & Services Analysis.
  - Staffing Analysis.
  - Financial Analysis, operational and capital.
- Library Service Area & Location Mapping.

Phase 3 Recommendations

- Draft Master Plan Review.
  - Implementation Plan.
- Final Comprehensive Master Plan.

Godfrey's challenged LCPL to consider "how things ought to be" rather than "how things have always been," unleashing creative, innovative thinking. We provided a comprehensive Needs Assessment with specific attention to Staffing, Financial, and Implementation Analyses – details of which are specified in corresponding Sections of this Master Plan.

Our work incorporated feedback from the public and Library staff, LCPL's Project Manager, the Library Advisory Board, and the Las Cruces City Council. Godfrey's first packaged our analyses findings, and conclusions in a draft Final Report, delivered to LCPL in May of 2024. Throughout this and previous Reports, LCPL is also referred to as "the Library," "Thomas Branigan Memorial Library," or "Branigan Library."

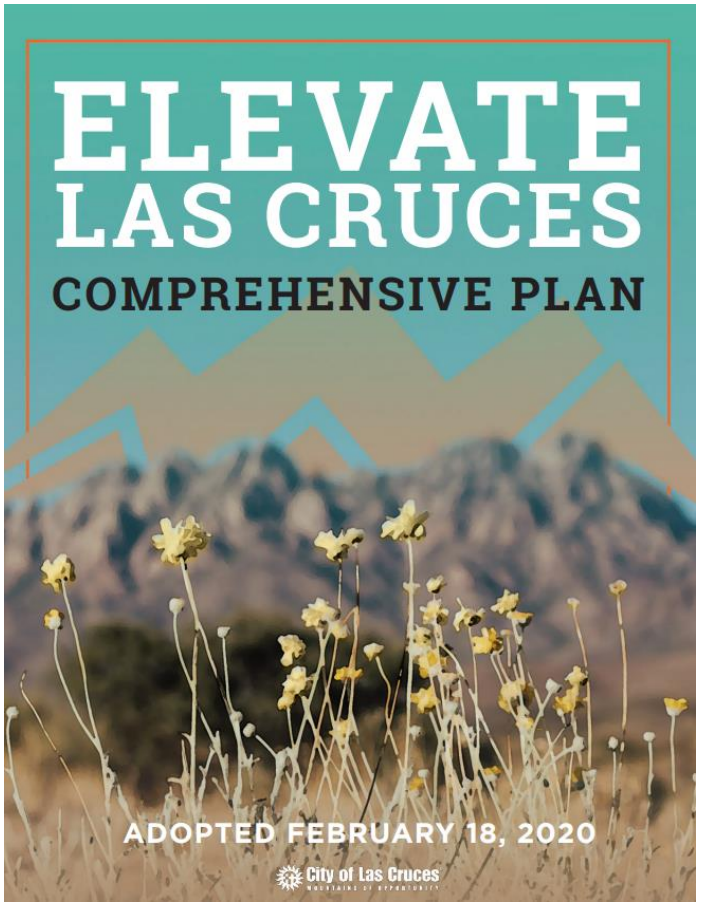
Library Goals & Objectives. Godfrey's understood LCPL's project objectives were like many public libraries in the United States, yet simultaneously unique to Las Cruces. Over the course of our history, Godfrey's has learned that successful public library planning cannot be realized in a vacuum. Library customers dictate programs and services, most of which require staff to deliver. Customers, services, and staff require efficient facilities – all of which require adequate funding – which in turn requires satisfied customers who vocalize their support. On goes the cycle of life of the Public Library.

In order to appeal to the sensibilities of the greater Las Cruces community, Godfrey's sought out ways that Las Cruces Public Libraries could reinforce the goals of City government through LCPL's stated goals and objectives.

City Planning Initiatives & Goals. The City of Las Cruces produced its most recent Comprehensive Plan, *Elevate Las Cruces, Volumes I through IV,* which was adopted on February 18, 2020. Subsequent City planning documents build upon the Comprehensive Plan, such as:

- *City of Las Cruces New Mexico Strategic Plan 2021-2026,* March 5, 2021
- *Final Quality of Life Business Plan*: January 31, 2023.
- *2023 Annual Action Plan, City of Las Cruces* which states *". . . achieve sustainable growth through its Elevate Las Cruces Comprehensive Plan."*

The Consultants' primary goal was that this Final Report be a plan of action that will result in millions of dollars of library improvements over time.



Cover of *Elevate Las Cruces,* a four volume Comprehensive Plan for the future, describing the community's long-term vision for sustainable growth, produced by the City of Las Cruces

History of Las Cruces

Before the idea of Las Cruces, Doña Ana Colony was formed in 1844. In 1849, additional lots were plotted to aid in establishing the town of Las Cruces. People ranched and farmed along the Rio Grande River even after it changed course in 1854. Structures were re-built. Goods arrived via wagon over the Santa Fe Trail and Camino Real.

About that time, James Gadsden began negotiations to acquire additional land to establish a southern transcontinental railroad. In 1859, Cyrus Kurtz Holiday founded the Atchison, Topeka, and Santa Fe Railway. Though construction was delayed for years, tracks were eventually laid, building the line from Rincon, New Mexico to El Paso and running through Las Cruces, a scant three miles away from the county seat of Mesilla. On April 26, 1881, the first train came to Las Cruces, arriving at the first train depot, a wooden framed building. Railroads were economic stimulators as they needed local sources of coal and water to operate. Las Cruces saw growth opportunities, laying out a 42-block area between the Depot and Water Street, at that time, the western terminus of Las Cruces. That original village is now known as the Mesquite District.

In 1894, women in Las Cruces formed the Women's Improvement Association to make a difference in the town by creating safe places to raise families. They played a major role in promoting literacy, public lighting, and parks. In 1898, they used personal funds to establish the first park in Las Cruces, now known as Pioneer Women's Park.

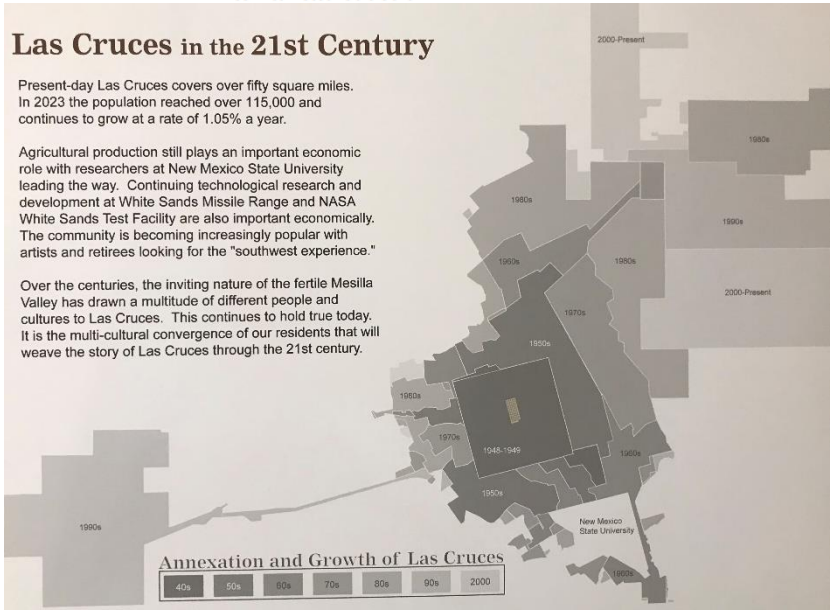
When Las Cruces outgrew its depot in 1910, the Santa Fe Railway built a new one, with waiting rooms for both sexes at one end and a freight room at the other. The agent's office provided a view to the trains. Santa Fe Railroad discontinued passenger service to Las Cruces in 1968 and freight trains stopped service in 1988. The former depot was repurposed as the City of Las Cruces's Railroad Museum.

Today, Las Cruces is the second-largest city in New Mexico, home to New Mexico State University (NMSU), the State's only land-grant university.

TABLE 2.2, HISTORIC & CURRENT POPULATION

YEAR	POPULATION	GROWTH RATE
1910	3,836	--
1920	3,989	4.0%
1930	5,811	45.7%
1940	8,385	44.3%
1950	12.325	47.0%
1960	29,387	138.4%
1970	37,857	28.8%
1980	43,377	14.6%
1990	57,866	33.4%
2000	74,267	28.3%
2010	97,618	31.4%
EST. 2017	101,014	3.5%

Source: U.S. Decennial Census, 2013-2017 American Community Survey Five-Year Estimates Table S0101.



Historic Las Cruces population, *Elevate Las Cruces, Volume I* (top), Historic expansion of the city's limits (bottom)

Branigan Library History

Public library service for Las Cruces was founded by the Women's Improvement Association in 1924. The city's first public library building was constructed in 1935 at 106 W. Hadley (now 501 N. Main Street), at the bequest of Mrs. Alice Branigan in memory of her husband, Captain Thomas Branigan.

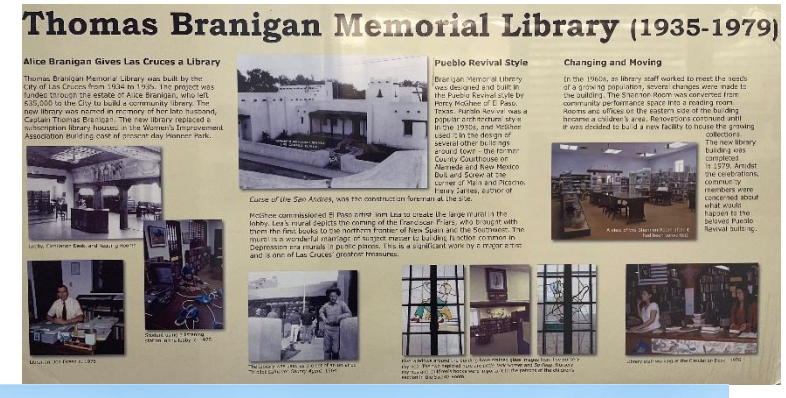
The Thomas Branigan Memorial Library became the primary public library serving Las Cruces. As the new Branigan Library opened its doors, the Women's collection became the core of the Branigan collection.

In 1979, a 27,398 square-foot structure located at 200 E. Picacho Avenue was constructed on the site of the former Lucero School (1942 to 1963). The Library's architects were Dean and Hunt Associates of Albuquerque. The new Branigan Library was dedicated December 9, 1979. The original 1935 library building is now the Branigan Cultural Center and is listed in the National Register of Historic Places.

The Branigan Library was expanded into a two-story facility with the collections on the first floor and offices and work areas on the second floor. In 2008, part of the collection was moved to the second level.

As adequate space became a problem, the City looked at plans for expanding the Branigan Library, as well as establishing branch libraries that could house larger collections – opening the one-room limited-service Branch Library at the Robert Munson Senior Center in July 2003.

Summer Reading Programs have been running since 1972, attracting 600 to 800 children each year. A homebound delivery program began in 1973 and two bookmobiles were purchased two years later. Mobile service continued until fiscal year 2008-2009, when the two units were replaced by a books-by-mail program. Regular art exhibits were held in the Terrace Gallery on Branigan's second floor.



Historical montage (top), exterior view of the main entrance (middle), interior view of the Children's area (bottom), Thomas Branigan Memorial Library, Las Cruces, New Mexico

Las Cruces Demographic Trends

The Consultants used 2021 U.S. Census *QuickFacts* figures to perform a simple review of recent city-wide data, in contrast with similar information for New Mexico and the United States – yielding several demographic findings and conclusions. Data summarized in Table 1.1 allows readers to contrast metrics from New Mexico and the U.S. with Las Cruces.

Age Cohorts. There are differences between the city, the State, and U.S. populations concerning age. Under six percent of both the New Mexico and national populations are ages 0 to 4, with Las Cruces at 6.3% – or 16.7% more young children than the State and 10.5% more than the nation. Similarly, New Mexico and U.S. populations ages 0 to 17 comprise 22.4% and 22.2% of their respective totals – with Las Cruces at 23.7%, or +/-six percent higher than the State and the nation.

At the other end of the spectrum, the age 65+ city population is 15.1% compared to 18.5% of New Mexico and 16.8% of the United States. As such, Las Cruces is slightly younger than average, when compared with New Mexico and with the country as a whole.

Ethnicity. Here we see other deviations. Persons of Hispanic or Latino origin are 61.8% of the city, but only 50.1% of New Mexico and 18.9% of the U.S. population. Las Cruces' population of two or more races is 12.5%, compared with 2.5% of New Mexico, or 2.9% of the nation.

Housing. The owner-occupied housing rate in Las Cruces is 12% lower than New Mexico's and 8.4% lower than the national rate. The dollar amount of the median home value is 90.8% of New Mexico averages – and significantly lower at 68.5% of the national average.

Technology Penetration. City levels of households with a computer (93.3%) are on par with the U.S. average and 4.0% higher than New Mexico. Households with broadband Internet (83.4%) are also 3.4% higher than New Mexico but 4.6% lower than the U.S.

See Appendix 1.1 for the complete set of statistics from U.S. Census' *QuickFacts* comparing figures for Las Cruces, Dona Ana County, New Mexico, and the U.S.

Table 1.1
City of Las Cruces Demographics Comparisons, 2021

fact	*Las Cruces*	*New Mexico*	*United States*
Population estimates, July 1, 2021	112,914	2,116,677	332,031,554
Population, Census, April 1, 2010	97,618	2,059,179	308,745,538
Population % change - April 1, 2010 to April 1, 2020	14.1%	2.8%	7.4%
Persons under 5 years %	6.3%	5.4%	5.7%
Persons under 18 years%	23.7%	22.4%	22.2%
Persons 65 years and over %	15.1%	18.5%	16.8%
White alone	69.4%	81.3%	75.8%
Black or African American alone	2.7%	2.7%	13.6%
American India/Alaska Native alone	1.9%	11.2%	1.3%
Asian alone	1.7%	1.9%	6.1%
Native Hawaiian/Pacific Islander	0.1%	0.2%	0.3%
Two or More Races	12.5%	2.7%	2.9%
Hispanic or Latino	61.8%	50.1%	18.9%
Foreign born persons	11.0%	9.2%	13.6%
Language other than English spoken at home, persons 5 years+	37.4%	33.0%	21.7%
Owner-occupied housing unit rate	56.2%	68.2%	64.6%
Median value of owner-occupied housing units	$167,800	$184,800	$244,900
Households	43,995	797,596	124,010,992
Persons per household	2.46	2.59	2.60
Population per square mile	1,447.8	17.5	93.8
Households with a computer	93.3%	89.7%	93.1%
Households with a broadband Internet subscription	83.4%	80.0%	87.0%

Education. For those ages 25 and older living in Las Cruces, the percentages of graduates from high school (87.5%) and college (36.4%) are higher than State levels – much higher for college, at approximately 28% more than New Mexico and 9% more than U.S. levels.

Retail Sales. Total retail sales per capita in Las Cruces are higher than both New Mexico and the U.S. – at $18,514 versus $12,616 and $15,224 respectively, suggesting sales tax as a potential Library revenue stream.

Employment. City employment is higher than the State and lower than national levels, at 58.1% versus 56.6% (New Mexico) and 63.1% (U.S.). Average travel time to work for Las Cruces workers ages 16 years+ is 19.1 minutes, or 3.8 minutes less than New Mexico workers, and 7.7 minutes less than nationally.

Income. Las Cruces' median household income is much lower than New Mexico and U.S. averages – $47,722 (city) versus $54,020 (State) and $69,021 (U.S.) – or 69.1% of the national income per household. At $26,290, Las Cruces ranks significantly lower in per capita income – at just over $3,300 less than the New Mexico average, and $11,300 less than the U.S. average.

Special Needs Populations. Not surprisingly, Las Cruces has a higher rate of persons in poverty (21.8%) in comparison with New Mexico (18.4%) and the U.S. (11.6%) – or almost double the national average. Persons with a disability under age 65 years of age in Las Cruces (12.0%) are also more common than the State (11.3%) and national (8.7%) averages.

Local Businesses. Census figures for numbers and ownership of firms were used to compare Women- and Minority-owned firms as a percentage of total firms. Women-owned firms in Las Cruces (18.2%) were less than State (20.4%) and U.S. (19.7%) numbers, but Minority-owned firms (25.2%) were higher than the State (22.8%) and the U.S. (17.7%).

These observations offer preliminary conclusions about Las Cruces Public Libraries' opportunities to address education and job skills training, in efforts to improve learning and earning potential of all Las Cruces residents.

Table 1.1 *(continued)*
City of Las Cruces Demographics Comparisons, 2021

fact	*Las Cruces*	*New Mexico*	*United States*
High school graduate or higher of persons age 25 years+	87.5%	86.8%	88.9%
Bachelor's degree or higher of persons age 25 years+	36.4%	28.5%	33.7%
Total retail sales ($1,000)	1,887,512	26,404,284	4,949,601,481
Total retail sales per capita	$18,514	$12,616	$15,224
In civilian labor force, population age 16 years+	58.1%	56.6%	63.1%
Mean travel time to work (minutes), workers age 16 years+	19.1	22.9	26.8
Median household income (2018 dollars)	$47,722	$54,020	$69,021
Per capita income in past 12 months (2018 dollars)	$26,290	$29,624	$37,638
Persons in poverty	21.8%	18.4%	11.6%
Persons with a disability under 65 years	12.0%	11.3%	8.7%
All employer firms	2,034	32,562	5,744,643
Men-owned firms	*NA*	16,309	3,480,438
Women-owned firms	371	6,651	1,134,549
Minority-owned firms	512	7,437	1,014,958
Veteran-owned firms	160	2,445	351,237
Land area in square miles, 2020	76.93	121,313	3,533,038

Source: U.S. Census *QuickFacts,* July 1, 2021 estimates.

Predictive Demographics – Indicators of Library Use

Library use in a typical community can be linked to characteristics of the general populous. Over the years, the Consultants have studied the demographics of countless libraries. We consistently find three demographic indicators predict higher levels of use of public libraries:

- ***Education Attainment.*** The number one predictor of library usage is the level of educational attainment. Be it a library located in a city or county, rural or metropolitan, where the educational attainment level is high, usage is also high. The more educated the community, the greater the reverence for the public library.
- ***Presence of Children in the Home.*** The second significant predictor is household type, specifically families with children living at home. For Las Cruces, we are seeing that for families with children, this holds true – and is likely an extension of the high regard for education in Las Cruces. Families that use the public library give their kids a head start when beginning their formal K-12 education process.
- ***Homeownership.*** The third important indicator is homeownership. Persons who own their home tend to make more use of public libraries than those who rent due to the belief that, as a taxpayer, some of their property taxes are supporting the public library.

The Consultants analyzed specific demographic data related to these three indicators to obtain a better understanding of Las Cruces and its needs, presented in Tables 1.2 and 1.3 at right.

Educational Attainment. One in eight Las Cruces residents age 25+ do not have a high school diploma. The City's traits for having a Bachelor or higher degree are above the national and State averages (a difference of three to eight percent) – indicating potential for high library usage.

Households with Children. The proportion of children and teenagers (23.7% of Las Cruces' population) indicate a tendency of children in the home – and a need for a vibrant program of service for youth.

Home Owners. The owner-occupied housing rate in Las Cruces is significantly lower than the State and lower than the nation.

Table 1.2
City of Las Cruces Demographics – Indicators of Library Use

fact	*Las Cruces*	*New Mexico*	*United States*
Persons age 25 years+ without a high school diploma or equivalent	12.5%	13.2%	11.1%
Persons age 25 years+ with a Bachelor's degree or higher	36.4%	28.5%	33.7%
Households with children age 0-17 in the home	30.8%	27.2%	40.0%
Owner-occupied housing units	56.2%	68.2%	64.6%

Sources: U.S. Census Bureau, Statistica, Statistical Atlas.

Table 1.3
Indicators of Library Use – Comparing Las Cruces Census & Survey Data

fact	*general population*	*Library survey data*
Persons age 25 years+ without a high school diploma or equivalent	12.5%	1.9%
Persons age 25 years+ with a Bachelor's degree or higher	36.4%	74.8%
Households with children age 0-17 at home	30.8%	35.9%
Owner-occupied housing units	56.2%	71.4%

Sources: U.S. Census Bureau, Statistical Atlas, Survey Monkey (see Section 4 of this Report for additional data).

Contents of this Master Plan Report

Executive Summary briefly recapping the highlights of the Master Plan.

Section 1. Project Background includes the project intent, brief histories of Las Cruces and the Branigan Memorial Library, a summary of Las Cruces demographic characteristics, and report contents.

Section 2. Industry Trends & Best Practices surveys industry standards and best practices that influence Master Plan development, such as technological innovations and recognized opportunities for services and facilities found in other libraries.

Section 3. Public Engagement documents community needs through public forums and research, such as:

- Key stakeholders interviews.
- Focus groups and community workshops with various representatives of various special interests.
- Online surveys in English and Spanish.

Section 4. Peer Library Analysis compares and contrasts the City's level of service with those of comparable regional cities and industry best practices. This Section also identifies industry standard resource allocations per capita for library services, such as funding for staffing, square footage for library facilities, etc.

Section 5. Operations Analysis gauges the City's level of service in the following areas:

- Ratio of staff to operate recommended hours & services.
- Staff recruitment.
- Diversity, inclusion & accessibility in staffing, programs & services based on Las Cruces' demographics.
- Library technology relative to future needs.
- General fund budget resources expended for library operations.
- Expenditures on children's collections, bilingual materials, programs & services.

Section 6. Analysis of Library Facilities identifies 20-year population projections for Las Cruces, in order to analyze gaps in the City's current and the projected Library square footage when compared with national standards and library space allocations in comparable cities.

Section 7. Proposing Library Service Areas defines boundaries of the existing Library system service area to identify areas of the city not currently serviced by an existing Library. The process is based upon:

- Areas of the city that are within reach of County Libraries in neighboring communities to avoid duplication of service areas.
- Unserved and underserved areas of the city that need or would benefit from library services.
- Library locations that would strategically broaden the reach of Library services to the greatest number of residents.

Section 8. Recommendations for attainable goals, objectives and policies that articulate a clear roadmap to guide library services and facilities. Options for improvements using a phased, multi-year approach over a 5-, 10-, and 20-year implementation schedule include:

- Strategies and priorities for budgetary support for short-term (5 years), mid-term (10 years) and long-term (20 years) sustainability and planned growth of the overall Library system.
- A plan for renovation, expansion, and/or acquisition and development of any necessary land or space for library facilities.
- Recommendations for staffing, operating hours, capital repair/ maintenance and replacement plan – with programming and budget needs, inclusive of alternate funding mechanisms for consideration.
- Supporting charts, graphs, maps, and other data as needed to support the plan and its presentation.

Section 9. Appendices include supporting data for specific Sections of the Final Report. See the Table of Contents for a complete list of Appendices.

Section 2: Industry Trends & Best Practice

Section 2 Industry Trends & Best Practice

Godfrey's Associates was tasked by the project RFP with identifying industry standards and best practices. Trends in public libraries we chose to highlight are categorized under four primary headings:

A. Library Technology.
B. Library Facilities.
C. Library Programs & Services.
D. Library Staffing.

Staffing, facilities, and technology all support library programs and services. One commonality of the four library resources cited above is that they all have the ability to attract and retain customers. And all need to operate efficiently if the given library is to successfully sustain itself. Possibly the most important trend in public libraries this century is the understanding of the need to be sustainable.

Library Sustainability. To keep their doors open to the public, library systems require operational cost efficiencies, many of which are facility-centric. Concepts that are being designed into modern public library facilities optimize staff supervision while reducing the carbon footprint of the community. Attributes that sustainable libraries deploy include:

1. Provide more hours open to make highest and best use of taxpayer investments in library resources because the return on that investment is at least $4.64 according to multiple studies.
2. Rely on a "Just in Time" service delivery mode versus the traditional "Just in Case" library model, to improve customer service and reduce the need for on-site storage of most everything.
3. Provide an assortment of government and community services in addition to traditional library service offerings through cross-training of staff and partnerships within the community, with service providers supplying staff and the Library providing space.
4. Implement a "Less is More" attitude toward library space and collections – so visual supervision of spaces by personnel is enhanced – and customers have the ability to find items on the shelves. Less walls, lower shelves, and wider aisles make libraries easier for customers to navigate and find what they need, and for staff to provide good customer service while supervising the space.
5. Deploy open, barrier-free, multi-use spaces that can be easily reconfigured using moveable and/or dual-use furniture and equipment, rather than building single-use spaces that might sit empty much of the time.
6. Use electronic and static multi-lingual signage, wayfinding, and graphics to assist customers in finding what they need.
7. Provide a small contingent of unstaffed space available with secure access after regular library hours, supported by automated equipment, potentially available 24 hours a day, seven days per week.
8. Require less construction – which results in less expensive projects. Adaptable infrastructure results in longer lasting building life, but not at the expense of operational cost efficiencies.
9. Provide an assortment of gathering spaces – of various sizes and types – that can support normal library functions and special occasions such as emergency operations – with the multi-purpose meeting room able to act as a back-up Emergency Operations Center (EOC) if properly outfitted with infrastructure.
10. Deploy demountable partitions with durable face materials for ease of removal and reconfiguration while minimizing the number of doors required – used only where security and/or acoustical privacy is required.
11. Paint exposed structure instead of installing dropped ceilings – to aid in future adaptability of infrastructure and as capital and maintenance cost savings measures. Find other acoustical attenuation solutions where needed.

12. Employ automation and customer self-service to streamline staff workflow, promote library events, and improve the user experience.
13. Loan laptops and other devices in place of desktop computers, supported by a variety of seating options.
14. Loan portable battery packs & hotspots for in-library & take home use.
15. Use 5G wireless connectivity for utilization of customer-owned devices and loanable computers/tablets to replace most desktop computers requiring hard-wired connections. In their place, install collaborative desktop computers/monitors with high end software for two- or three-person use at one time.
16. Install solar panels on roofs to provide on-site power generation and storage via batteries, and to shade the roof membrane to reduce heat gain and associated deterioration.
17. Connect smart electrical panels to the solar panel network to accommodate battery storage and optimize solar power usage.
18. Install low voltage power networks with power monitoring to replace a portion of line voltage power outlets, wiring, and metal conduit, as capital and maintenance cost-saving measures.
19. Deploy smart light emitting diode (LED) lighting that gathers data on space occupancy via low-voltage electrical circuits that use Cat-6 cabling for power and data collection without requiring metal conduit.
20. Employ heat pump/variable flow refrigerant configuration of direct expansion (DX) heating, ventilation, air conditioning (HVAC) systems that require minimal duct work and offer redundancy in case of failure and/or emergency.
21. Consider proven geothermal energy sources to power HVAC systems.
22. Optimize floor to ceiling/deck height to allow for deeper penetration of natural light and temperature stratification in spaces, while enhancing visibility of signage and navigation that space. Use natural and mechanical ventilation to exhaust hot air from high spaces, while considering ways to allow cool outside air into low spaces in the building via gravity, in place of mechanical ventilation.
23. Configure external solar shades at windows depending on directional exposure (south-facing horizontal shades, west-facing vertical shades) to reduce solar heat gain and reflect light into the interior.
24. Deploy multiple membrane walls, glazing, and roofs.
25. Super-insulate roofs (R-50+), walls (R-32+) and floors (R-20+) for the quickest payback. Select roof materials with high reflectivity.
26. Replace existing single-pane glass with double- or triple-insulated glass.
27. Harvest rainwater to capture non-potable water for potential use in landscape irrigation and grey water plumbing systems.
28. Provide electric vehicle (EV) and electric bicycle charging stations at all facilities.
29. Consider deploying an EV fleet to make deliveries, perform outreach, and potentially shuttle customers to and from library service outlets.
30. See Appendices 2.1 through 2.5 for library planning and design guidelines, including parking standards and site selection criteria.

A public-private partnership of Chicago Housing Authority & Related Midwest. Little Italy Branch Library & Apartments, Chicago Public Library, Chicago, Illinois.

Agenda Item #6.5.
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2A. Trending Library Technology

Library technology is becoming an increasingly global industry. As some products from outside North America gain traction abroad, the marketplace expects to see increased efforts by companies to expand into the lucrative markets of the U.S. and Canada. While library customers can benefit from increased insights into their resources and services, user privacy must be vigorously defended.

Information and communication technologies (ICT) are regarded as key ingredients for social and economic development because they have created new benefits and conveniences that society had not experienced before. As a result, public libraries are increasingly investing in technologies that deliver resources and services directly to customers. Systems that automate staff functions and physical collection management remain important, but those have become less differentiated from manufacturer to manufacturer in recent times, due to acquisitions of smaller vendors by larger ones. See Appendix 2.9 for but a few examples of automated customer services being deployed in public libraries.

Emerging Technologies to follow in the years ahead are artificial intelligence (AI) and data analytics. AI-powered chatbots and text-generation services have enormous implications for educational institutions and libraries. Library search services enhanced with AI will likely improve discovery of library resources yet may also bring unintended biases and consequences.

Data & Communications Distribution. Since 4G wireless network services were introduced, people have been able to experience broadband services with their mobile devices (smart phones and tablet PCs) and the end-user experience has become nearly equivalent to that of wired connections. In spite of such advanced 4G wireless technologies, it is hard to provide mobile services that require high speed, rapid response, high reliability, and energy efficiency. Hence, these features have become essential requirements for services in the emerging 5G era.

"Technologies to watch in the coming year include artificial intelligence and (data) analytics."

Quote by Marshall Breeding,
independent consultant, speaker, author, and editor
of the Library Technology Guides website

Since 2016, Open+ is a technology that grants registered library customers self-service access to the library outside of normal operating hours, adding service without additional staff time.

The system automatically controls and monitors building entry, self-service kiosks, and public-access computers. It also controls lighting, alarms, public announcements, and customer safety.
Gwinnett County Public Library system, Lawrenceville, Georgia.

5G Wireless Networks. As customers continue to bring their own devices into the public library, 5G is capable of delivering significantly faster data rates and more capacity than 4G. With peak rates of up to 20 gigabits per second (Gbps) and with a projected 100-fold increase in network capacity and efficiency, 5G provides instantaneous cloud services, tactile Internet, enhanced vehicle-to-everything (eV2X), Internet of Things (IoT), and communication with drones and robots – while guaranteeing quality of experience to mobile users. The high speed, rapid response, and energy efficiency result in less battery usage, hence, longer battery life and less frequent need to recharge.

Open Source Integrated Library Systems. In recent years, business acquisitions have brought changes to the library technology industry, creating seismic shifts in the balance of power.[1] But other events in 2022 – primarily advances in "open source" software that powers computerized integrated library systems (ILS) – have even bigger implications. Although proprietary products continue to dominate the market, open source alternatives are becoming increasingly competitive.

When referring to ILS, the term open source refers to computer software programs that can be modified and shared because its design is publicly accessible – the opposite of the proprietary systems traditionally sold to libraries. Open source software development initiatives, projects, and products embrace and celebrate principles of open exchange, collaborative participation, rapid prototyping, transparency, meritocracy, and community-oriented development.

Key to open source alternatives are application programming interfaces (APIs), which allow for the sharing of only the information necessary, keeping other internal system details hidden, helping with system security. Servers or devices do not have to fully expose data – so APIs enable the sharing of small packets of data, relevant to a specific request.

"I use (the Branigan Library) but I would use more if you had a branch closer to me. You need to have more branches!!!!."

Online survey response 11, 11/6/2022

The modern digital era, with heavy use of devices & door-to-door delivery offered by Amazon and the like, has raised expectation levels of library customers.

[1] The 2023 Library Systems Report by Marshall Breeding, published by *American Libraries* (May 2023).

Digital Marketing. Competition for the attention of the consuming public has never been more intense. As visits to public libraries have been declining (see graph at right), progressive libraries realize it is imperative to focus on digital marketing and analysis by studying integrated customer communications through:

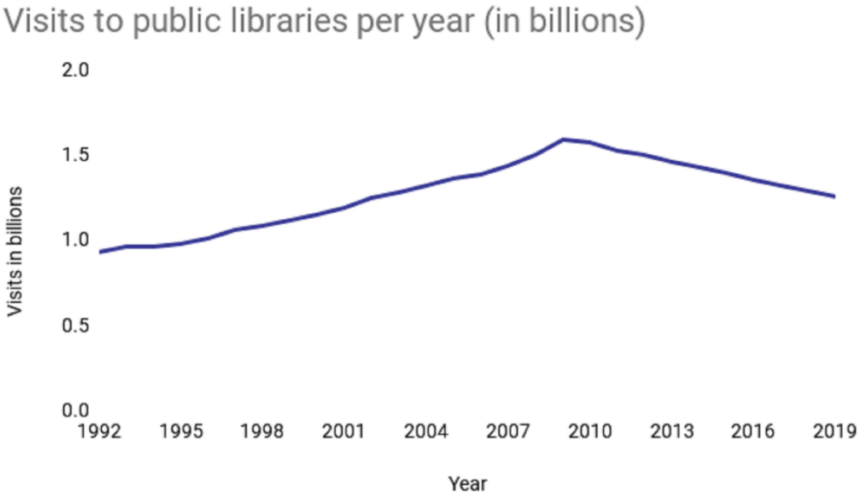
- Social media marketing strategies.
- Website search engine practices.
- Promotional media and advertising.
- Emerging media.

Progressive public libraries now develop tools needed to harness the mobile telecommunications environment, to effectively utilize social media, and to evaluate metrics that lead to stronger fundraising campaigns.

Public library needs are different than other government departments. Hence, a variety of digital marketing strategies are being employed by public libraries such as website optimization, web analytics, mobile marketing, and customer retention that may not be applicable to other departments. The more successful libraries often enjoy a degree of webpage autonomy from their parent governments, while maintaining security protocols.

Marketing is needed to inform customers and potential customers about the library offerings, especially in light of a general decline in people visiting public libraries. It is important to put this decline in context, which followed an increase from 2008 to 2010 – the aftermath of the Great Recession – when millions of Americans were unemployed, hence, using the free services of the public library for a variety of reasons.

Multi-Lingual Communications. Successful communication on any level is not just about words – it's about connecting with others across linguistic and cultural boundaries. Understanding cultural nuances is foundational to effective multilingual communication. In addressing cultural and linguistic diversity, libraries should serve all members of the community without discrimination based on cultural and linguistic heritage. Public libraries are hiring bilingual library staff and/or recruiting bilingual volunteers, adding to library staff members who speak other languages.



Ever since the peak in late 2009, the number of public library visitors has steadily declined, dropping by 21.20% to 1.25 billion visits in 2019, prior to the Covid pandemic. Annual data collected in the Covid years has been incomplete, and therefore, not comparable to prior years.

Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo, https://wordsrated.com/state-of-us-public-libraries/ See Appendix 2.6 for the complete article.

2B. Library Facilities Trends

A negative trend over several years now has been an avoidance of constructing new public libraries. Many currently operating public library buildings are approaching, if not eclipsing, 50 years of age. The resulting deficits in space and modern infrastructure adversely affects the delivery of modern library programs, services, and amenities – leading to an evolution in library design – as outlined in the Sustainability discussion on pages 1 and 2 of this Section.

Carbon Footprint. In determining where libraries are located, the customer convenience factor of a 10-minute drive time to a location not only translates into more library use, but if it also reduces drive time, hence, it reduces traffic and the resulting vehicle emissions. Support for alternative means of transportation entails locating libraries on mass transit routes, bicycle paths, jogging trails, etc.

Libraries in Mixed-Use Developments. An emerging trend in public libraries nationwide is the inclusion of library space in mixed-use buildings that provide housing as a planned development. These projects are typically real estate developer-initiated, often include retail space, and are designed to help address the affordable housing crisis.

To optimize density under building codes, these projects typically consist of four to five floors of housing over a ground floor of library, retail, and parking. The housing is typically a mix of subsidized and market-rate units, to enable developers to make a profit and avoid community resistance. The public library space is often built at a discount from the developer, as the foot traffic generated by libraries is attractive to retail tenants and living above a library is desirable to many prospective residents.

The Consultants pioneered such a project over 15 years ago, embodied in the Rondo Community Outreach Library of the Saint Paul Public Library system in Minnesota. The result was library space at a reasonable cost to government through public-private partnership that benefitted a large, multi-lingual, at-risk community – with housing options over a wide spectrum of price points. The Consultants believe such projects are highly viable in Las Cruces. See Appendix 2.7 for more information.

Rondo Community Outreach Library/University & Dale Apartments, Saint Paul Public Library, Saint Paul, Minnesota.

This community-focused project was a joint venture between the public library & a private developer that combined 32,000 square feet of library with four stories of housing in 234,000 square feet, located in a diverse & vibrant community.

Shopping Mall Libraries are another example of mixed-use projects that have proved to be successful. See Appendix 2.7, parts A and B for additional discussions about alternative library service outlets.

Bookmobiles are one of the oldest forms of alternate library models. A full-size bookmobile, 36 feet in length, can cost upwards of $400,000 and can house 5,000 to 6,000 books and media. To operate 32 to 40 hours a week requires a minimum of two full-time staff. One must have a commercial driver's license. Typically, full-size mobile units average about 4 to 5 miles per gallon in fuel.

Trending is a smaller library on wheels such as a Book or Technology Van. The vehicle body height varies to accommodate models from off-loading mobile carts to on-board browsing service with shelved collections of 1,000 items in an environmentally controlled climate.

Resiliency Planning. Like any government entity, municipalities maintain a responsive plan to address natural or man-made disasters. Several municipalities and counties in the U.S. have designated their public libraries as emergency response centers, as the community at-large is familiar with where libraries are located. Some of the advantages of using public libraries as emergency centers are:

- Libraries have flexible space, meeting rooms, and technology to support the temporary housing of displaced residents.
- Libraries are commercial construction, possibly designed with an increased factor of safety to withstand extreme weather events.
- In some locations, library staff are trained and/or tasked with operating emergency centers.

New library buildings are being constructed to serve as Emergency Shelter/Response locations in communities – to withstand extremely high winds or heavy snow, to have emergency power/redundant infrastructure systems, etc. New library furniture and equipment are designed for mobility/ease of reconfiguration, so making space for large gatherings of people or cots can be accommodated.

See Appendices 2.1 through 2.5 for design, space planning, and site selection standards for modern library facilities.

Branch in the Bellis Fair Mall, Bellingham Public Library, Bellingham, Washington (top), Bookmarks Branch at Northpark Mall, Dallas Public Library, Dallas, Texas (bottom).

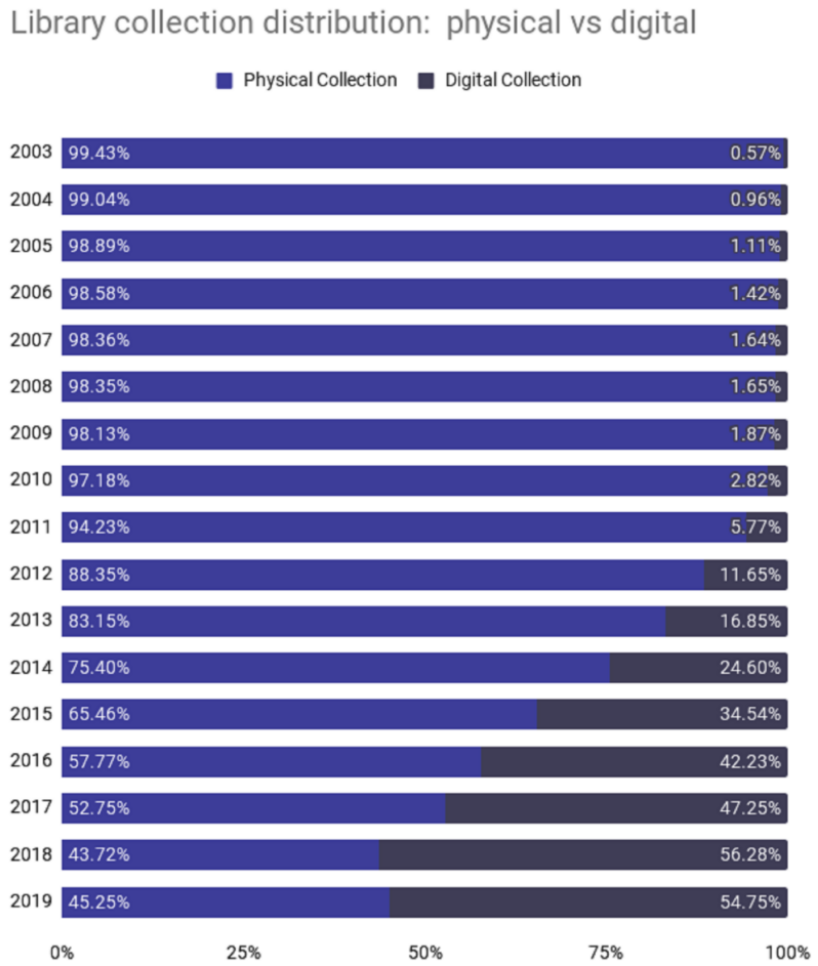
2C. Trends in Library Programs & Services

Public libraries are increasing their specialization in Youth Services recognizes and responds to the stages of development of the human brain and socialization – pre-birth, early childhood (infants, toddlers, pre-K and K), grade school (tweens and teens). For example, Play and Learn initiatives have been trending recently, as play has a significant influence on neuroplasticity during critical periods of brain development.

Bridging the Digital Divide. Public libraries are loaning technology that some households cannot afford to purchase – laptop computers and tablets, Internet hotspots, etc. – in an attempt to provide opportunities for lower income users.

e-Content. Already promoted by libraries and used well by customers, the Covid pandemic accelerated usage of e-content and the associated platforms/services provided by the public library. The obvious convenience of being able to download content from one's sofa at any time, the amount of material offered by well-curated content, and pay-as-you-use services such as Hoopla, drove a massive increase in usage through the pandemic. This increase has not stopped. Current usage remains very high even as the pandemic has waned. Many e-content users are prepared to wait longer for specific materials if there are high numbers of hold requests on an item, and often want something else to consume until they get that request filled.

The introduction of different payment models by platforms such as Overdrive has been heavily utilized by public libraries to meet the demand and to reduce wait times on hold lists. Libraries refocused funds away from physical collections during the shutdown to increase content offering. They are now seeing that the demand has not dropped off and, in some places, is still climbing. Taking a hard look at the physical collections as a result of this shift has led to reduction of or discontinuation of physical formats such as CD's and audiobooks in favor of their electronic versions. This not only frees up money to invest in e-content, but it also clears shelving space that can be reconfigured to comply with current accessibility code requirements.



Nationally, total collection use is reaching record highs.
Despite the decrease in physical collection use, total public library collection use reached a record high of 2.98 billion in 2019, growing 15.96% since 2013.

This is due to the 153.16% growth in digital collection use from 302 million in 2013 to 1.15 billion in 2019. The Covid pandemic fueled an even larger increase in electronic collection demands since 2019.2

Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo

Tracking Use of eBooks. U.S. public libraries are currently at a level of usage for e-content that was expected to be at least two to three years away – if the pandemic had not happened. It is now advisable to track circulation of physical and e-materials more closely – to look at circulation that is genuine – not figures combining renewal and auto renewal. It is important to note that even into 2022, statistical samples across all public library operations have not been as complete as pre-Covid stats.

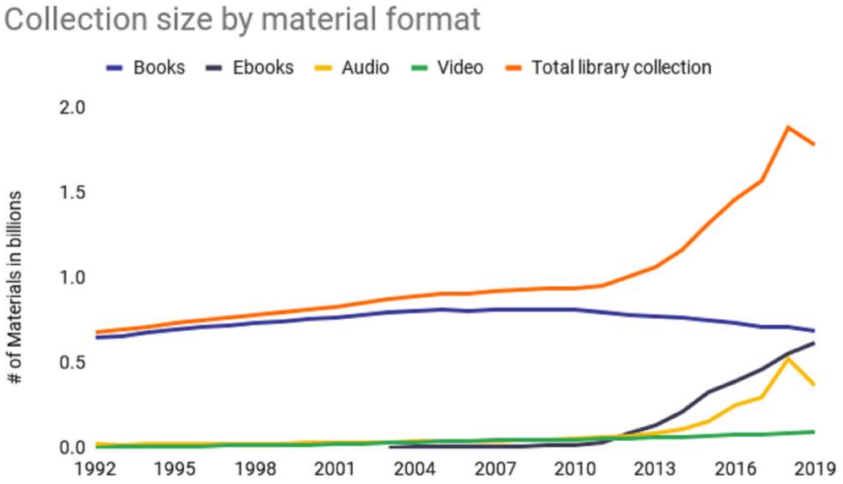
Traditionally funding for e-content has always been much lower than physical materials but as these services and their usage grow it will be necessary to monitor budgets closely in order to allocate funds to ensure that e-content collections are built and accessible. These figures should be tracked in order to adjust budgets to ensure funding for e-content matches its usage to continue to build collections.

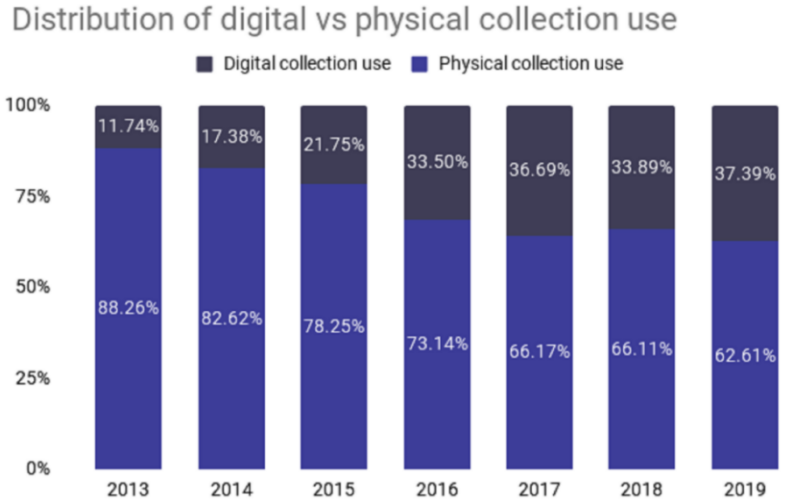
The Library of Things involves the loaning items for use at home – do-it-yourself (DIY) tools, unique cooking and baking utensils, photographic equipment, artwork, etc. Similarly, seed collections utilize a borrow, plant, grow, and replace process to replenish the collection.

Outreach. As a result of facility limitations, public libraries have begun offering services beyond the walls of their bricks and mortar facilities. Outreach services utilize a variety of platforms, from traditional offerings to:

- Inter-library loan and books-by-mail.
- Home delivery of books.
- Bookmobiles and smaller, more nimble technology of book vans.
- Pop-up libraries.
- Partnerships with like-minded agencies.

As alluded to in the previous discussion of mobile services, the traditional bookmobile has largely gone the way of the dinosaur – too large, not nimble, too costly. Smaller footprint vans, finished out with technology or with books (books in one vehicle and technology in another), visit scheduled locations weekly at consistent days and times. Customer response to a mobile service stop is often used to test the location for future ful-service libraries.





Nationally from 2003 to 2019, both physical & digital audio materials accounted for more than a fifth of all public library collections (21%) while videos have consistently remained in the 4% to 6% range. On a per-capita basis, the total collection size has increased 48.10% from 2014 to 2019. During this time period, print books experienced a decline, while all other formats increased.

Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo.

Library Programs Attendance continued to grow nationally to new highs, accounting for more library visits than ever before, as more people attended programs at their public library than ever before. Total program attendance reached 125.6 million in 2019, up 23.1% since 2014 and nearly doubled since 2004.

On average, 21.2 people attended each library program at U.S. public libraries. Attendance at programs for:

- Kids reached 81.8 million in 2019, up 16.6% from 2014.
- Young adults (Teens) reached 8.9 million in 2019, up 32.8% from 2014.

Although overall visits to libraries are in decline, the same is not true for program attendance. Program attendance now accounts for a total of 10.0% of all visits to libraries, up 84.0% from 2009.

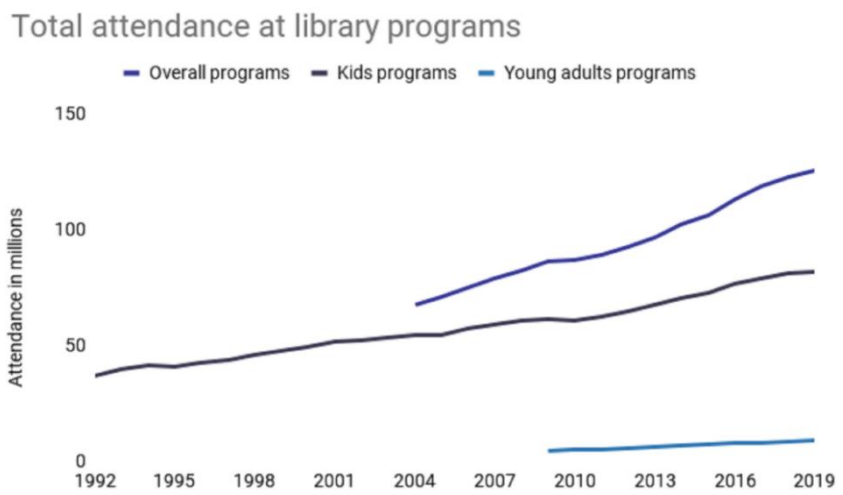
The rise in program attendance accounting for more than a tenth of all visits suggests that library programs play an increasingly larger role in how libraries operate. Providing a greater depth and diversity of programs has been allowing libraries to address the needs of more people in their community and to connect with them.

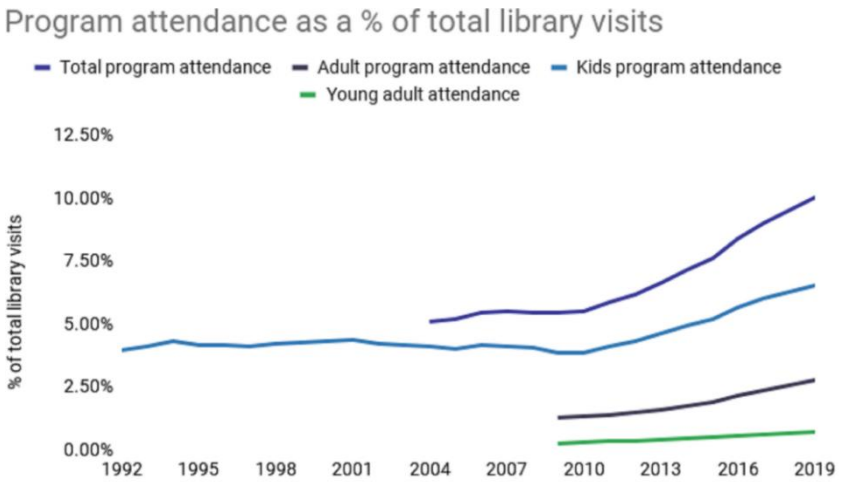
Library Programs Drive Visits & Circulation. Evidence shows that hosting more programs is strongly associated with greater program attendance. And running more programs appears to significantly increase a library's visits per capita and circulation per capita.

Comparing the bottom ten states with the top ten states, the number of programs per capita were:

- 77.8% higher visits per capita in the top ten states.
- 133.9% higher program attendance per capita in the top ten.
- 52.3% higher collection use per capita in the top ten.

Greater program attendance per capita also has positive benefits for public libraries.





As libraries continue integrating digital solutions, physical spaces evolve to be used for functions other than storing books. One primary example of this has been offering greater diversity and depth of programming, using these as opportunities to serve and engage with more people in their communities.

Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo.

Again comparing the bottom ten states, the top ten states for program attendance per capita revealed:

- 88.3% higher visits per capita.
- 12.2% more registered borrowers per capita.
- 28.9% higher collection use per capita.

This trend highlights how libraries that offer more programs per capita and generate higher program attendance per capita benefit in greater visits, collection use, and even registered borrowers.

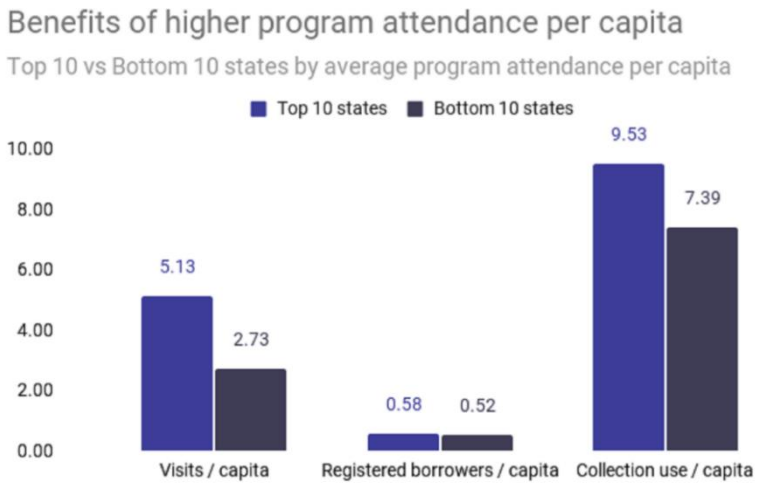
Content Creation. Modern public libraries encourage creativity and content creation by members of the local community. This could take the form of a makerspace with tools for crafting physical objects, a digital creation lab with equipment for creating and editing media, or something as simple as classes and meeting space for people with an interest in creative writing or journaling.

Makerspaces. As simple as rooms with sewing machines and/or a 3D printer or a hacker space in the library offer a collection of parts that can be combined in different ways to create new inventions with tools for engineering. Advanced technologies are included in some makerspaces with tools for creating and recording a virtual reality experience.

Fundraising. Competition for library funding continues to be high. Operational data can be used to justify continuation of existing revenue streams and/or securing additional funds from public and private sources.

Successful Library Foundations maximize their non-profit organization's capacity for funding from private sources by employing professionals trained in financial development, i.e. fundraising. Often, the expertise of at least one employee, and perhaps two – one manager experienced in development/fundraising and one support staffer – are hired, with salaries and benefits overseen by a volunteer Board of Directors.

Both Friends of the Library (FOL) and a Foundation can exist without stepping on each other's toes. That is the case in several locales. The key is to clearly define the purposes of both organizations and to make them known on a county-wide basis.



Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo.

3D printers have become popular in several public libraries.

Data Analytics for Public Libraries. In today's multifaceted society, data analytics are increasingly acknowledged as being indispensable across a multitude of sectors, spanning from business and healthcare to education and government. Public libraries are no exception, as they too recognize the pivotal role that leveraging data analytics can play in enhancing resource management, comprehending customer preferences, and optimizing services to effectively cater to the evolving needs of its communities. In an environment characterized by constrained budgets and resources, the strategic utilization of data analytics becomes imperative to justify the allocation of additional resources for continuous expansion and improvement of services.

Overall, data analytics play a crucial role in helping public libraries better understand their users, improve their services, demonstrate their value to stakeholders, and support applications for grants and other public- and private-sector fundraising measures.

Library Statistical Data. Libraries gather a multitude of data types to enhance their understanding of users, refine services, and make informed decisions. Through the analysis of diverse datasets, libraries glean valuable insights into user behavior, preferences, and needs – empowering them to focus services, curate collections, and enhance community engagement.

Determining appropriate initiatives for data analytics necessitates a thorough assessment of the library's objectives, resources, and user requirements. Prior to embarking on any data collection endeavors, comprehensive planning is essential to ensure that resources are effectively directed toward achieving library goals.

Amidst this backdrop, certain core areas within public library operations emerge as particularly influential and capable of narrating the library's story through insightful analysis of library statistical data, summarized in the six points listed in the righthand column. See Appendix 2.8 for a more comprehensive description of the virtues of statistical data mining and application for public libraries.

1. Understanding User Behavior: *Librarians can use data analytics to track how customers use their resources, such as which books are being borrowed most frequently, which online databases are being accessed, or which services are being utilized most. This insight helps libraries tailor their collections and services to better meet the needs of their users.*

2. Collection Development: *Analyzing data on borrowing patterns and popular topics allows librarians to make informed decisions about which materials to purchase or subscribe to. This ensures that the library's collections remain relevant and appealing to users.*

3. Resource Allocation Data: *Analytics can help librarians allocate resources more effectively. If data shows a particular branch is experiencing high demand for a particular service, the library can allocate more staff or funding to meet demand.*

4. Improving Services: *By analyzing customer feedback and usage pattern data, librarians can identify areas for service improvements. For example, if data shows that customers are having difficulty finding certain resources, the library can adjust its cataloging system or improve its search functionality to make resources more accessible.*

5. Budget Planning: *Data analytics can assist librarians in budgeting by providing insights into which services and resources are being used most effectively. This helps libraries prioritize and allocate the budget to maximize the impact for their users.*

6. Demonstrating Impact: *Data analytics can help public libraries demonstrate their value and impact to stakeholders, such as funders, government agencies, and the community at-large. Librarians can effectively communicate the value they bring to their communities by providing documented results via outreach efforts, usage statistics, and user satisfaction.*

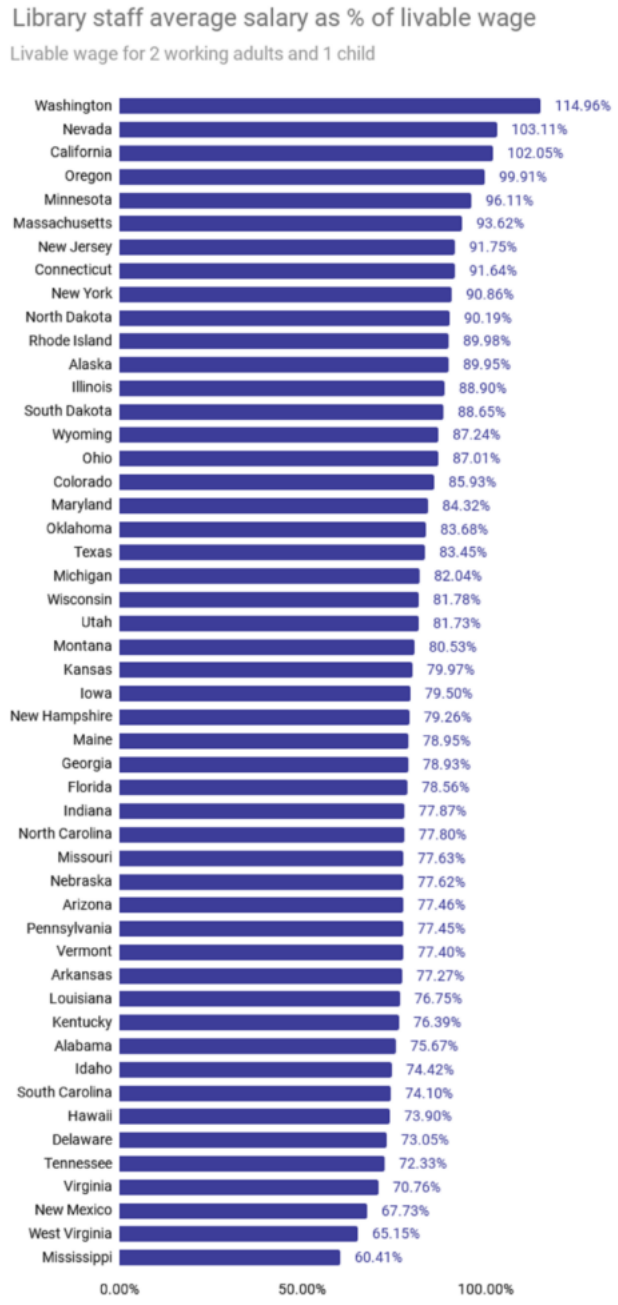
2D. Trends Affecting Library Staffing

Diversity, equity, and inclusion (DEI) initiatives being implemented by an array of organizations are creating employment opportunities that allow entities to reflect the makeup of their potential customer base. In public libraries, DEI ultimately makes more customers feel welcome, accepted, and safe in the library of their choosing.

Outsourcing Collection Processing. More and more public libraries are investigating the full-range of services each can provide for tasks such as shelf-ready processing, cataloging, mending collection items, inventory control and security, etc. Up to 90 percent of all acquisitions to be delivered to each Library ready to be shelved once packing slips are checked and all ordered items are accounted for. Outsourcing allows for the transition of technical processing personnel into public-facing positions. The process begins by drafting Requests for Information (RFI) to be submitted to the libraries' current jobbers and suppliers – to gain an understanding of the possibilities and processes for the next step – securing competitive bids from suppliers.

Public & Private Sector Partnerships. To be most efficient with taxpayer dollars, library fiscal planning should leverage an array of public and private sector assets via concerted partnerships. Partnerships with like-minded agencies typically result in the Library providing space and partners providing personnel. Regardless of the arrangements, the intent is to strengthen the provision of services community-wide by avoiding or eliminating redundancy of efforts.

Personnel Salaries. A negative national trend in public library staffing is an exceeding tendency of low pay. As depicted in the graph at right, only three states pay library staff a living wage, on average. New Mexico ranks 48th out of the 50 states – providing just above two-thirds of the living wage for a family of three.



Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo.

Section 3: Public Engagement

Section 3 Public Engagement

Godfrey's Associates (the Consultants) believe that every step in the planning process is a public relations opportunity for the Las Cruces Public Libraries. So, to promote the Library while gaining additional insight into the Library, the Consultants engaged city residents and Library users in a series of community forums in-person and via Zoom. These forums included:

- Stakeholder interviews of several government officials, employees of the City of Las Cruces (also referred to as the City), and other community leaders.
- Focus group discussions with a cross-section of Library users, educators, business persons, residents, and Library staff.
- Community Meetings open to anyone.
- Library Advisory Board meeting, engaging members to express their concerns about the Library.
- An online survey, in both English and Spanish.

The Consultants received excellent support in our public engagement efforts from Library and City staff. They scheduled and distributed invitations to the various forums, attended several of those events, and advertised two online surveys about the Library. Scheduled meetings were held from September 26 through 30, 2022 and February 27 and 28, 2023. This Section describes the process and outcomes of our efforts to capture public input for the Las Cruces Public Libraries Master Plan.

It is important to note that even though some of this qualitative research contains quantified results, it is still based on 'what people say they do,' and not verifiable behavior based on quantifiable data.

Stakeholder Interviews

The Consultants facilitated one-on-one interviews with City government staff and individual community leaders. To promote candor in their responses, each interviewee was promised anonymity, in that their comments would be documented but not attributed to any one person.

The Current Facility. A variety of voices expressed that LCPL is an important part of the community it serves. Those who spoke in favor of the present location continuing to exist as a library cited the familiarity of the location in the community and the investment made over time.

Opinions of the Stakeholders. Regarding future of Public Libraries in Las Cruces, two lines of thought emerged:

- Construct and operate larger, new branch library facilities, in terms of being conveniently located to a majority of Las Cruces residents.
- Construct a new addition to the existing Thomas Branigan Memorial Library building to serve area residents.

In either of the two scenarios outlined above, the Branigan Library would serve as a centralized headquarters facility, housing select Library support functions. It was recognized that having more than one full-service facility would likely increase the annual operational budget when compared to operating a single, larger Library. The degree of such an increase could not be known at the time, as it would depend on services provided at each location, hours open, configuration of library space, needed staffing, etc.

Focus Group Discussions

The Consultants facilitated Focus Group discussions with various sets of Library constituents over the course of two weeks. A total of 57 individuals from the community participated, plus City and Library staff, and the Consultants. Participation for the various groups varied from three to nine persons from the community. The nine Focus Groups were:

- Library staff – groups 1, 2, and 3.
- Friends of the Library.
- Power users of the Library.
- Community leaders – groups 1 and 2.
- Seniors.
- Teens.
- Spanish-speaking Library users.

A scheduled Zoom Focus Group with parents of young children had to be cancelled due to technical difficulties.

Notes taken by the Consultants paraphrased comments made by Focus Group participants. The notes were vetted by Library and City staff and are included in a Project Status Report. In addition, two Community Meetings were advertised by the City and several people participated during the two-hour open forum.

Opinions from the Focus Groups & Community Meetings. The input the Consultants received from the participants in both the Focus Groups and Community Meetings mirrored the opinions expressed by the Stakeholders, to a large extent. However, there were more comments about a need for larger and more distributed Branch Libraries, especially given the absence of reliable public transportation in Las Cruces – and that the east side of the Interstate Highway 25 is experiencing more development than the west side of City.

Input from the Focus Group discussions stressed the importance of education. Participants expressed concern about the homeless and the safety of their children at the existing Branigan Library. Another common concern was that the road leading to the existing Library building is in urgent need of repair.

In all venues, it is important to note that even though "problems" were identified, the Consultants did not hear the opinion expressed that Las Cruces did not need a public library system. On the contrary, the Library was viewed with much favor. Anecdotal comments were corroborated through an online survey mounted on the City's website after the substantial completion of the Stakeholder Interview and Focus Group process, as documented at the end of this Section.

"I Want My Library To . . ." Survey

At the conclusion of each Focus Group discussion, participants were asked to complete a simple paper survey inquiring about 17 library services routinely provided by public libraries across the U.S. – briefly described – that participants believed were most important for Las Cruces Public Libraries to provide. This was accomplished by asking each person to rank only five of the 17 in their 1st, 2nd, 3rd, 4th, and 5th priority order.

The participants were also asked to look at the remaining 12 options – all good services – and to choose two that they individually believed the Library should not offer at all. By those two, they were asked to place an X. Thus, each participant marked seven of the 17 choices. Each #1 was awarded five points, #2s were awarded four points, #3s three points etc. The Xs were tallied and reported, but no points were subtracted for them.

"I Want My Library to …" Survey Results. The responses were tabulated for each meeting and Focus Group. Results were aggregated separately for public participants and staff participants, calculating the scores for each group's response. Finally, an *All participants combined* tabulation was prepared along with the rankings of the responses, with the results recapitulated in Table 4.1 on the next page. The least favored services were Consumer & Lifestyle Information (13 Xs), Local History & Genealogy (9 Xs), Ready Reference/General Information (8 Xs), and Business & Career Information (7 Xs).

Appendix 3.2 includes the descriptions of the 17 services and instructions for the participants of the Focus Groups.

Focus Group Findings. The Spanish Language Group results, ranked below, were not significantly different than the compiled total of all groups:

1 Adult & Teen Literacy.
2 Early Literacy.
3 Business & Career Information.
4 Connect With The Online World ***tied*** with Lifelong Learning Center.

Seniors ranked their most important services in following order:

1 Early Literacy.
2 Adult & Teen Literacy.
3 Celebrate Diversity/Cultural Awareness tied with Lifelong Learning Center.
5 Current Topics & Titles.

The Teens indicated their most important priorities as:

1 Connect with the Online World.
2 Stimulate Imagination.
3 Local History & Genealogy.
4 Personal Creativity.
5 Business & Career Information.

Summary of Findings. The Consultants have administered the "I Want My Library To . . ." Survey dozens of times over the past ten years. The results we found in Las Cruces were not significantly different than those we have found in other locales. Early Literacy is almost always in the top three as is Lifelong Learning Center. The least favored are often Government Information, Local History & Genealogy, and Community Referral Service.

Library Advisory Board Meeting

A Zoom meeting with the Library Advisory Board (also referred to as the Library Board or the Board) was held to review the Library Master Plan process prosecuted by the Consultants and to get their impressions of LCPL services, facilities, operations, and needs. In that meeting, the Board and the Consultants engaged with two members of the Friends of the Thomas Branigan Memorial Library who provided feedback and expressed their desires for improvements at LCPL.

Input provided by Board and the public resulted in positive modifications to this draft Library Master Plan.

Table 4.1
I Want My Library to . . . Survey Results – All Participants Combined

rank	*library offering*	*number of points*
1	Early Literacy	96
2	Adult & Teen Literacy	86
3	Stimulate Imagination	65
4	Lifelong Learning Center	57
5	Connect with the Online World	39

As for the services that did not generate support, the highest number of Xs were:

Consumer & Lifestyle Information – 13
Local History & Genealogy – 9
Ready Reference (General Information – 8
Business & Career Information – 7

Online Survey Questionnaires

The Consultants administered two public input surveys through an online portal provided by Survey Monkey. Identical questions were asked in both English and Spanish. Each one was hosted on the City's webpage from October 10 to November 6, 2022, asking 24 specific questions about Las Cruces Public Libraries, such as frequency of use, services used, reasons for non-use, the technology offered by the Library, and potential services offerings. Decades of research points out that such non-random surveys are not scientific, and hence are not representative of the entire community with any level of confidence.

The results from the 734 respondents (729 English, five Spanish) were fairly consistent, as expressed in the quantitative and qualitative excerpts later in this Section. Typically, questions either asked respondents for factual data about themselves or to indicate their priorities, such as the importance of a given subject as being *Very Important, Somewhat, Slightly, Not At All, or Do Not Know.* In addition to questionnaire responses, participants were asked to provide comments, most of which were positive. The gist of some of the constructive criticisms ranged from *'New and standalone (not part of City Website) website – the new one is barely usable,'* to '*Do not need to use.'* See Appendix 3.1 for complete survey results and participants' comments.

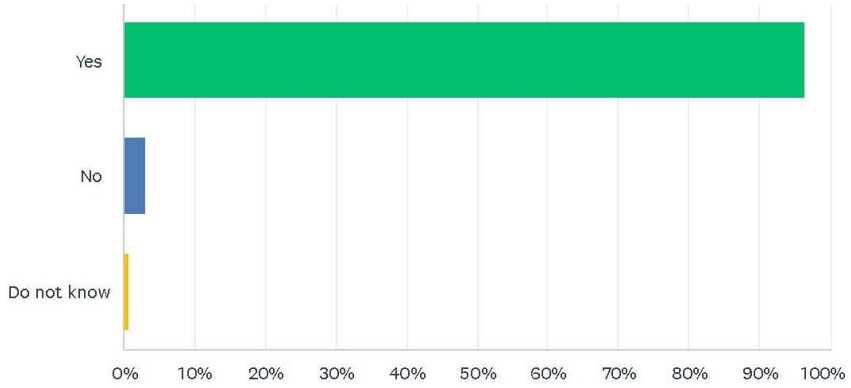
Results Analysis. The methodology and sample size of the survey do not meet the scientific standards required to accurately represent the entire City within a factor of confidence. However, the qualitative value of this data is very helpful to the master planning process. And even though multiple questions in this survey indicate that the pool of respondents might include some non-users of the Library, there was no way to accurately conclude the number of non-Library users responding to these surveys.

Each of the survey questions and a corresponding summary of response results begins on the next page, beginning with Question 1 (Q1).

The total of 734 survey responses equated to 0.65% of the 2021 Las Cruces population of 112,914.

Everyone has a role in making a public library safe for children of all ages.

Q1 Do you have a Library Card from the Las Cruces Public Library?



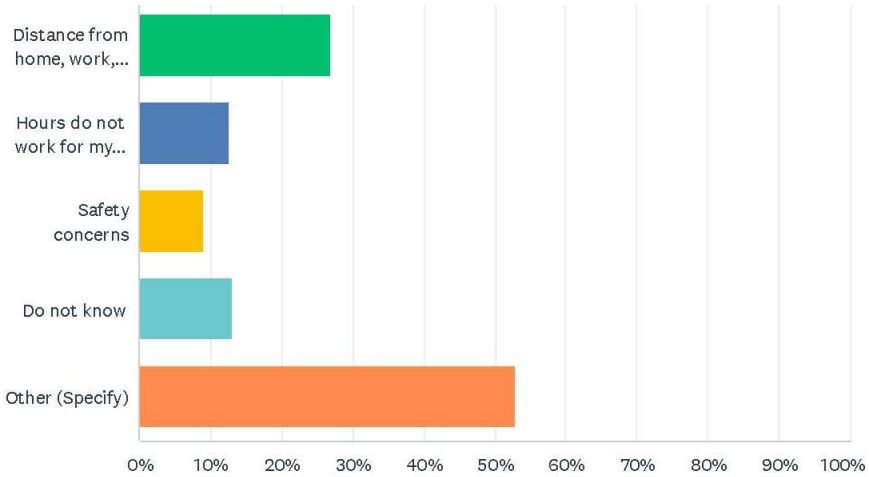
Question 1 Response Analysis. The total number of responses to this question were 729. The 96.3% affirmative responses is both a good result and more than the Consultants expected. The fact that 3.02% reported not having a Library card suggests the survey reached non-users of the Library – though it was a small number (22 responses). Less than one percent did not know if they have a Library card, possibly falling into either the user or non-user category.

Q2 How many times have you personally used the Las Cruces Public Library in the past year, including curbside pickup? (select one).

frequency of visits	*percentages*	*number of responses*
Every day	1.23%	9
Two or three times a week	7.63%	56
Weekly	22.34%	164
Monthly	30.93%	227
Three to five times a year	18.12%	133
Once or twice a year	8.17%	60
This is my first time	1.63%	12
None	8.72%	64
Do not know	1.23%	9
TOTAL	100.00%	734

Question 2 Response Analysis. Well more than half of the respondents (62s.13%) indicated that they used the Library at least monthly, if not every week. Another positive result of this question is that only 1.63% of responses (12 persons) indicated their first visit to LCPL was recent. However, with 8.72% (64 responses) replied *None*, suggests a healthy number of non-users of the Library might have responded to this survey. Or, the Consultants might have worded the question better to capture more precise responses.

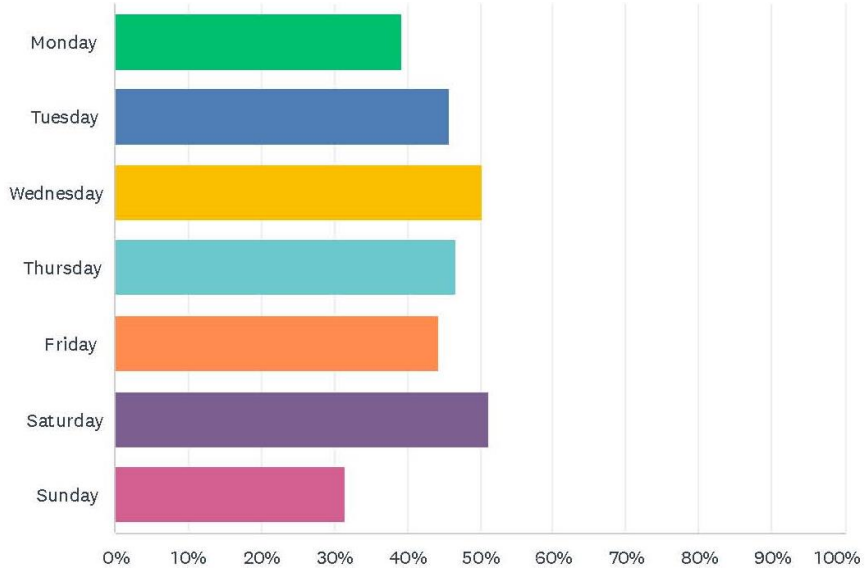
Q3 If you don't use the Library, why not? (select all that apply)



Question 3 Response Analysis. The top three specified choices given for not using LCPL are *Distance . . .* (72 replies, 26.87%), *Hours do not work . . .* (34 replies, 12.69%), and *Safety concerns* (24 replies, 8.9%). These three answers account for over 48% of the total – almost one-half.

Reasons for not using the Library (only 268 of 734 potential responses) reveal that all hope is not lost on attracting many of the infrequent or non-users to LCPL. And the *Other* responses (52.99% of the total) offer valuable insights to address at the current location, i.e. limited selection of books, living elsewhere, poor transit access, age of the facility, etc. In addition to negative comments about Las Cruces Public Libraries, ten respondents cited COVID-19 as a reason for not using the Library. Hence, there are opportunities to convert many of these negative respondents into loyal Las Cruces Public Library users. The complete list of comments concerning this, and every other question, can be found in Appendix 3.1.

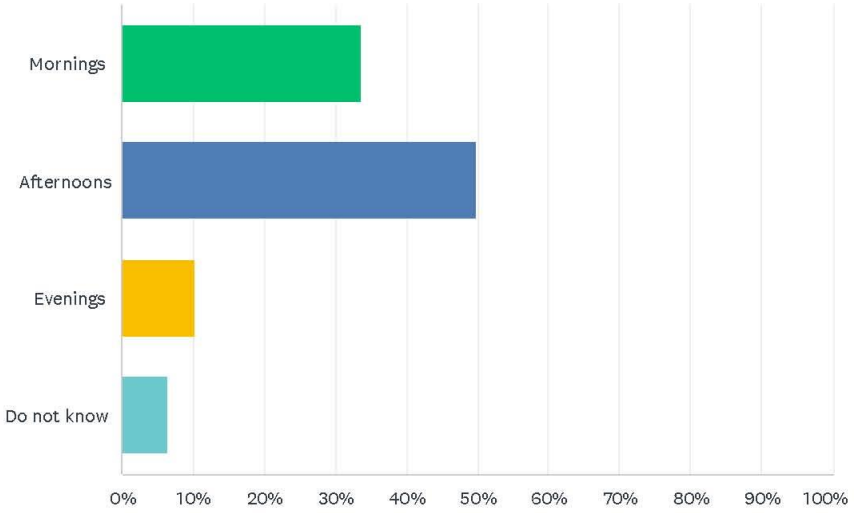
Q4 What day of the week do you typically visit the Library? (select all that apply).



Question 4 Response Analysis. The distribution of use is fairly even across the entire week. The three most common days of the week for Library use were 1) *Saturday (326 replies, 51.10% of the total);* 2) *Wednesday (321 replies, 50.31%);* and 3) *Thursday (298 replies, 46.71%)*. The Consultants subsequently learned the Farmers Market was held in downtown Las Cruces on Wednesdays and Saturdays, likely contributing to those two days being the most popular days to visit the Branigan Library.

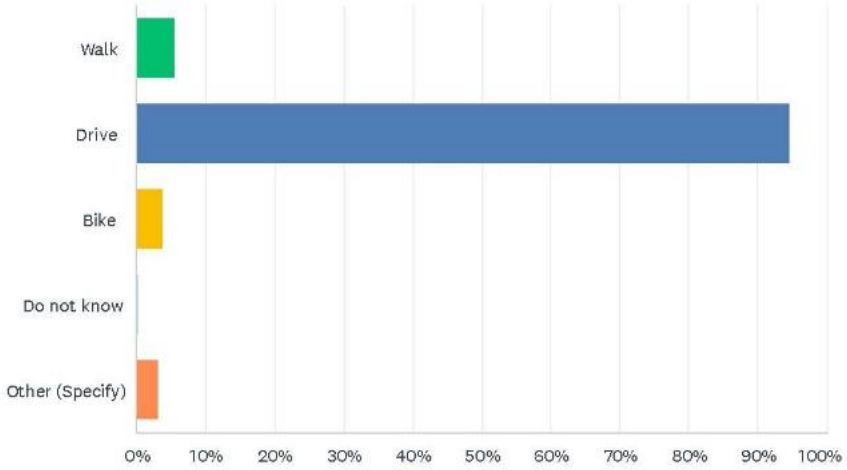
Surprisingly, Sunday is the least busy day (201 replies, 31.50%) – possibly due to the limited hours – though Sundays are typically one of the busier days at public libraries across the U.S.

Q5 What time of day do you typically visit the Library? (select only one)



Question 5 Response Analysis. Use of the Library in the afternoon (49.85% or 338 replies) exceeds the total of use in mornings and evenings combined (228 replies/33.63% and 69 replies/10.18%, respectively). *Do not know (43 replies/6.34%)* was the only other choice scoring is below 10% of the responses. These results could influence staffing patterns at the Library, or they could motivate efforts to attract more customers earlier and later in the day.

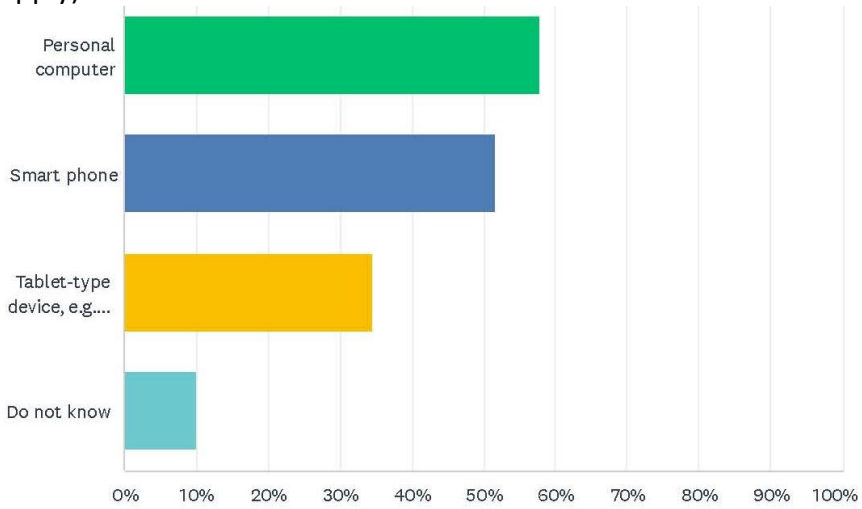
Q6 What mode of transportation do you use to get to the Library? (select all that apply)



Question 6 Response Analysis. Las Cruces is certainly an automobile oriented community, so these responses come as no surprise. Driving to the Library was the primary mode at 671 replies (94.64%), with *Walk* at 5.64% and *Bike* at 3.81% (40 and 27 replies, respectively). This question proves that adequate and secure parking is a requirement for any public library in Las Cruces for the foreseeable future. Nonetheless, providing bike racks and the ability to secure parked bicycles should still be considered an amenity provided at the Library.

Of the 22 Other responses, about one-third of those (seven) cited the bus as their transportation of choice to arrive at the LCPL. Since taking public transit equated to about one percent of Library users, it suggests an investigation of how robust local bus service is in Las Cruces.

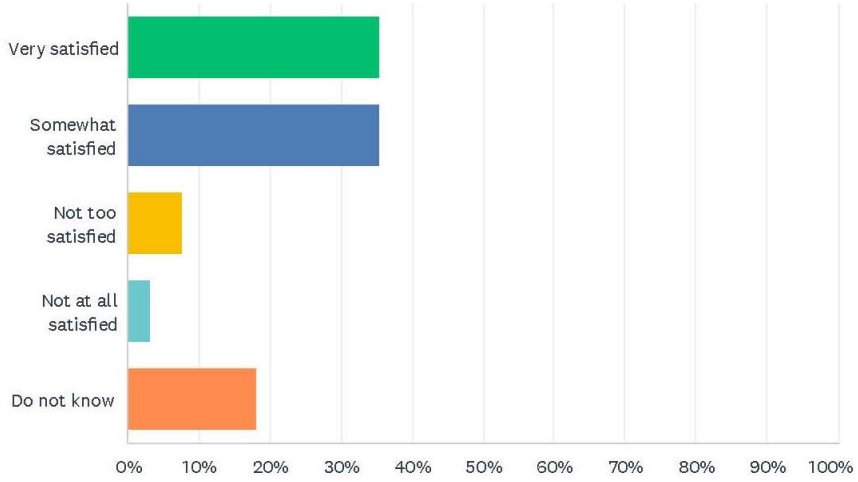
Q7 If you access the Las Cruces Public Library's website or eBooks/eAudiobooks, do you use a personal computer, smartphone, tablet-type device, or do not know? (select all that apply)



Question 7 Response Analysis. This survey question explored the technological methods that Library customers most often used when accessing Las Cruces Public Libraries. *Personal computer (384 replies, 57.83% of the total)* and *Smart phone (342 replies, 51.51%)* were followed by a *Tablet-type device (229 replies, 34.49%).* The remaining 10.09% or respondents (67 persons) replied *Do not know.*

As expected, Smartphone access to the Library's website in Las Cruces is consistent with a national trend in library service.

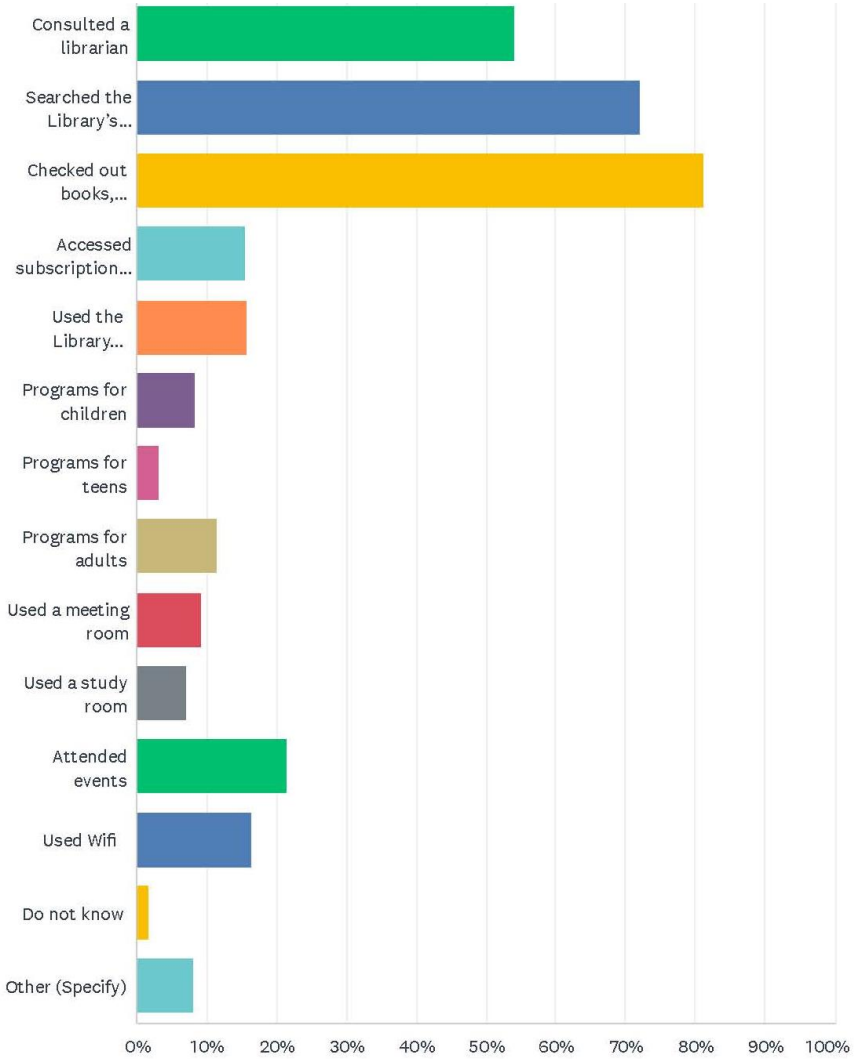
Q8 Overall, how satisfied are you with the website and eBooks/eAudiobooks available to you through the Las Cruces Public Library? Would you say you are . . . (select one)



Question 8 Response Analysis. As for the level of satisfaction when it came to digitally accessing the Library, satisfaction was high – 35.49% were both *Very satisfied* and *Somewhat satisfied (247 for responses each).* A total of almost eleven percent (10.92%) were either *Not too satisfied* (7.76%, 54 responses) or *Not at all satisfied* (3.16%, 22 responses). *Do Not Know* polled at 18.10% – or 126 responses.

Again, national trends indicating increased prices for eBooks are likely affecting the ability to use eBooks in Las Cruces.

Q9 During the past year, which of the following library services did you use? (select all that apply)



Question 9 Response Analysis. The Consultants believe this is the most important survey question inasmuch as it addresses Library services used. Of the 12 services and amenities queried, three received votes from over 50% of the respondents. The top responses in rank order are:

library offering	*number of responses*	*percentage of responses*
Checked out books or digital content	583	81.20%
Searched the Library's catalog	518	72.14%
Consulted a librarian	389	54.18%
Attended events	155	21.59%
Used Wi-Fi	118	16.43%
Used Library computers or printers via website	113	15.74%
Accessed subscription databases via website	111	15.46%
Programs for adults	82	11.42%
Used a meeting room	66	9.19%;
Programs for children	59	8.22%
Used a study room	50	6.96%
Programs for teens	23	3.20%

The response most common to this question for public libraries across the U.S. is *Check out books, audiobooks, eBooks, music, etc. Use public computers* was not a choice but *Used Wi-Fi* was the fifth most frequent response. *Used a study room* scored 6.96%, with 50 responses, likely an indication of the limited number of group study rooms (2) at LCPL.

Disappointing was that *Programs for children* (chosen 8.2%) is usually one of the most used services we have found in other libraries. Surprisingly, *Provide programs for teens* ranked lowest in importance of the 12 service choices at only 3.2 % of the total. Teens are the adults of tomorrow and can be a difficult group to reach at times. That is all the more reason to make reaching out to them a priority going forward.

Combining attendance at programs for all ages into one grouping: Programs for children, teens & adults, produced 164 combined replies, or 22.84% of the total.

Q10 Here is a list of services that many public libraries provide. Read the list and check whether each service is very important, somewhat important, slightly important, or not at all important to you.

	VERY IMPORTANT	SOMEWHAT IMPORTANT	SLIGHTLY IMPORTANT	NOT IMPORTANT	DO NOT KNOW	TOTAL
Provide story hours, reading programs & other learning activities for children	66.06% 475	12.93% 93	5.29% 38	11.96% 86	3.76% 27	719
Provide books & other materials	95.71% 692	3.04% 22	0.69% 5	0.28% 2	0.28% 2	723
Provide books in other languages	43.18% 307	24.05% 171	12.24% 87	18.28% 130	2.25% 16	711
Provide computers & online services	61.94% 441	19.66% 140	9.41% 67	8.15% 58	0.84% 6	712
Access library collections & information from home computers	72.40% 522	19.97% 144	3.61% 26	2.50% 18	1.53% 11	721
Provide meeting & conference rooms for community groups & public activities	40.95% 292	32.12% 229	13.88% 99	10.10% 72	2.95% 21	713
Provide meeting & study rooms for personal use	34.88% 248	28.41% 202	15.61% 111	17.30% 123	3.80% 27	711
Provide special equipment for visually & hearing-impaired customers	59.44% 425	18.32% 131	8.39% 60	10.49% 75	3.36% 24	715
Provide classes, book discussions, lectures & other programs for adults	43.28% 309	33.47% 239	13.45% 96	6.86% 49	2.94% 21	714
Provide activities, discussions & programs for teenagers	49.65% 353	24.33% 173	9.28% 66	11.81% 84	4.92% 35	711
Provide activities and programs for teens and tweens	50.21% 355	24.19% 171	9.76% 69	11.46% 81	4.38% 31	707
Maintain the existing library facility	84.94% 609	10.18% 73	2.65% 19	1.12% 8	1.12% 8	717
Expand the current library facility	55.35% 388	22.11% 155	8.56% 60	5.71% 40	8.27% 58	701
Provide access to the library via computer / cell phone	77.65% 556	13.97% 100	4.47% 32	2.37% 17	1.54% 11	716
Have one or more branch libraries	51.97% 370	23.74% 169	10.39% 74	9.27% 66	4.63% 33	712
Provide materials other than books including DVDs, CDs, Hotspots, etc.	53.94% 383	24.08% 171	13.52% 96	5.77% 41	2.68% 19	710

Question 10 Response Analysis. This query addressed a list of services frequently offered by public libraries throughout the United States. A summary of the Library services that received responses that totaled over 50% as being *Very Important* in Las Cruces included:

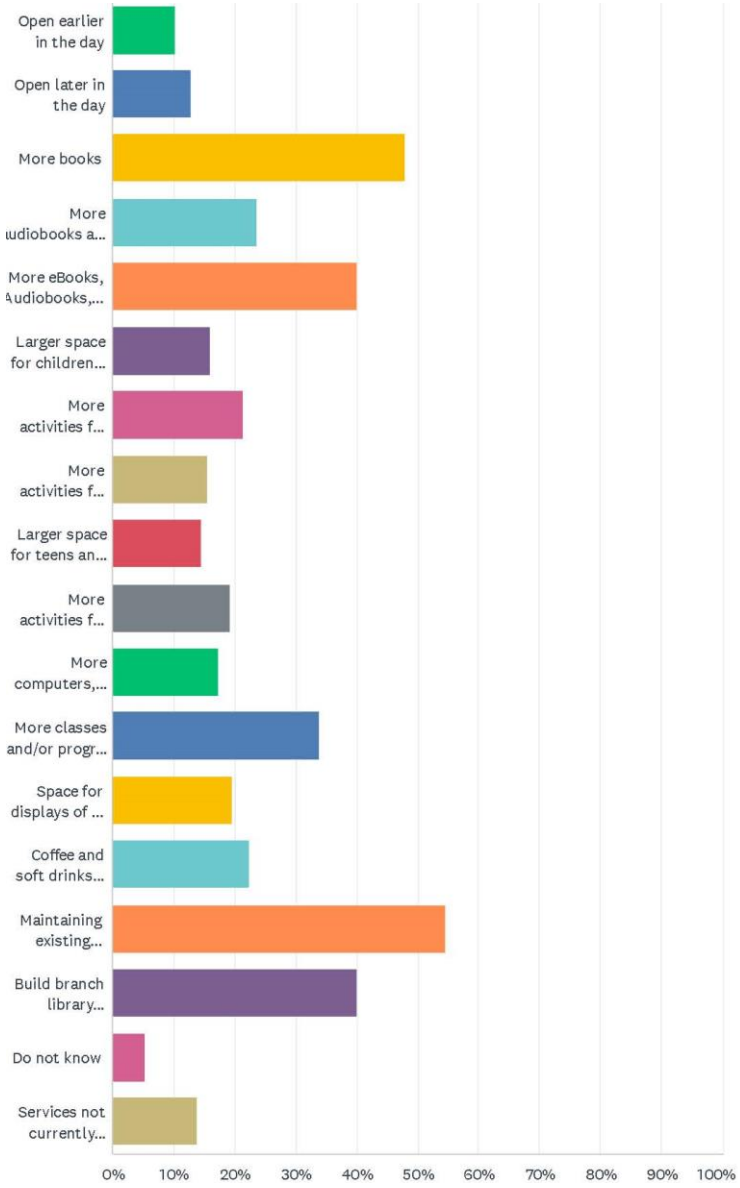
very important	*responses*	*% of total*
Provide books/other materials	692	95.71%
Maintain existing library	609	84.94%
Provide access to library via computer/cell phone	556	77.65%
Access library collections/information from home	522	72.40%
Provide story hours/other activities for children	475	66.06%
Provide special equipment for impaired customers	425	59.44%
Expand current library facility	388	55.35%
Provide other materials including DVDs, hotspots, etc.	383	53.94%
Have one or more branch libraries	370	51.97%
Provide activities/programs for teens/tweens	355	50.21%

None of the choices deemed *Somewhat Important* received 50 percent of the responses. The highest polling choices with at least 24% were:

somewhat important	*responses*	*% of total*
Provide classes/programs, etc. for adults	239	33.47%
Provide meeting/conference rooms for groups	229	32.12%
Provide meeting/study rooms for personal use	202	28.41%
Provide activities/discussions for teenagers	173	24.33%
Provide activities/programs for teens/tweens	171	24.19%
Provide other materials including DVDs, hotspots, etc.	171	24.08%
Provide books in other languages	171	24.05%

A misnomer of the survey was the redundant choice of *Provide activities/programs for teens/tweens* and *Provide activities, discussions & programs for teenagers.* Because the replies to both were virtually identical across five priority levels (*Very important* to *Do not know*), it appears the same respondents consistently chose the same for both of these options. Hence, there was no appreciable skewing of the response for teens.

Q11 What improvements would you like to see made regarding the Las Cruces Public Library? (select all that apply)



Question 11 Response Analysis. This question pivoted from what has been provided historically to what should be provided potentially. The highest ranked choices from 721 total respondents were:

potential improvements	*responses*	*% of total*
Maintaining existing library facilities	394	54.65%
More books	346	47.99%
More eBooks, eAudiobooks, or other digital content	289	40.08%
Build branch library facilities	289	40.08%
More classes and/or programs for adults	244	33.84%
More audiobooks and DVDs	171	23.72%
Coffee and soft drinks service	161	22.33%
More activities for school-age children	154	21.36%

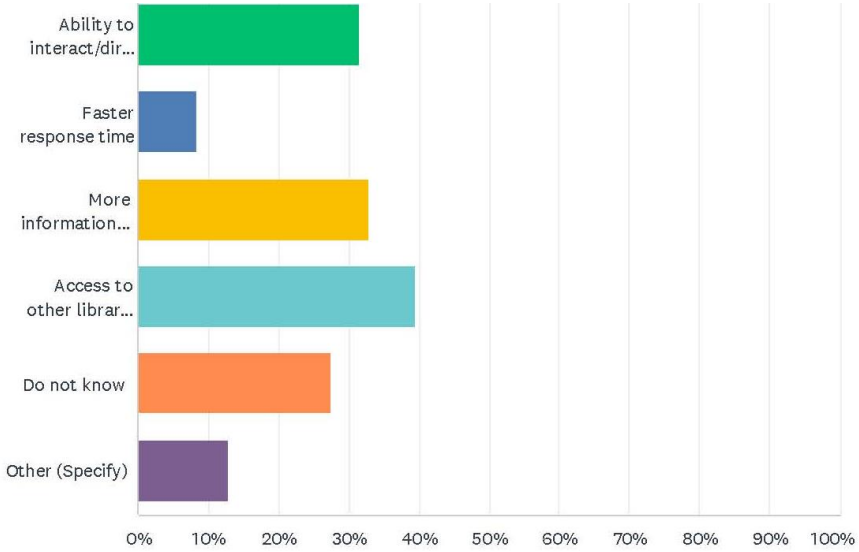
Books and libraries have been synonymous since Ben Franklin helped invent the public library and will continue to be a primary library service. So, *More books* is a predictable priority. Classes and programs have the potential of attracting new customers of all ages, not just adults.

Concerning *Maintaining existing library facilities,* this answer could be interpreted multiple ways. For some survey-takers, this answer could indicate a love for the current conditions. For others it could be saying there is no need to spend to change current conditions. In terms of population and land area, Las Cruces is large enough to have more than one full-service facility, so *Build branch library facilities* was also a predictable reply. *Open earlier/later in the day* does not appear to be top a priority, with a combined 23.16% of replies 167.

More audiobooks and DVDs appears to harken back to formats that are becoming obsolete. *Coffee and soft drinks service* is an oft-mentioned favorite in other libraries around the U.S. *More activities for school-age children* is also typically popular.

Not otherwise specified *Services not currently offered* included Drive-up book pick-up and return, Bookmobile, Branch library(s), Meeting spaces with technology, Interlibrary loan, 3D printer, Makerspace, Quiet reading room(s), to list a few of 100 replies.

Q12 What improvements would you like to see made regarding website/online catalog access to the Las Cruces Public Library? Would you like to see … (select all that apply)

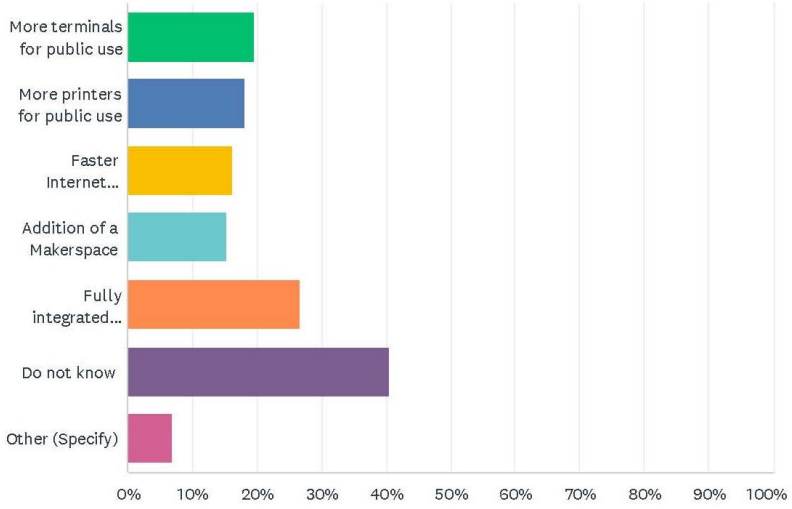


Question 12 Response Analysis. Results from this question, the previous one, and the next provide insight into technology improvements. As the most common choice for upgrading the Library's website or online catalog, *Access to other library catalogs (259 replies, 39.54%)* might suggest a consensus that LCPL collections are limited.

The second and third choices of *More info available online (215 replies, 32.82%)* and *Ability to interact with staff online (207 replies, 31.60%)* underscore the thirst for information in Las Cruces. The response of *Do not know (180 replies, 27.48%)* might suggest over one-quarter of respondents are satisfied with existing services. That only 8.24% (54 responses) seek a *Faster response time* bodes well for the speed of the Library's current computer network, refuting some of the *Other* comments.

Other (84 replies, 12.84%) responses suggested improvements that were both general (ILL access) and detailed in nature (specific webpage design ideas).

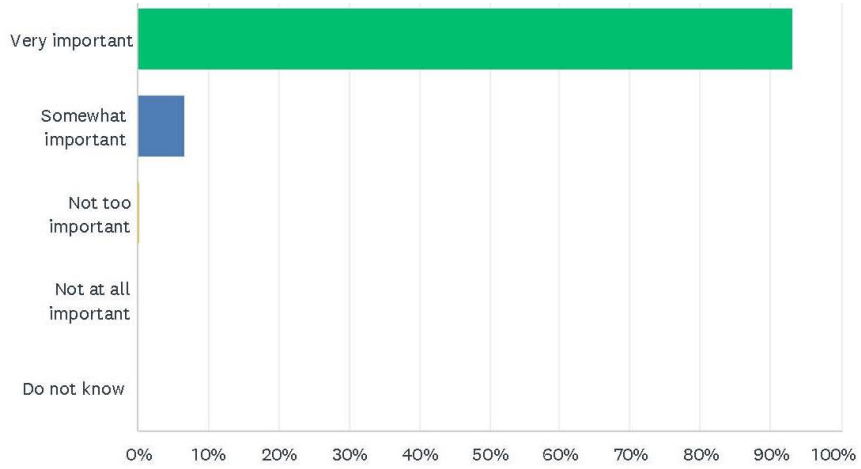
Q13 Are there technology improvements you would like to see at the Las Cruces Public Library within the Library building? Would you like to see … (select all that apply)



Question 13 Response Analysis. Continuing with technology, Question 13 focused on Technology Improvements within the Library building. Again, 247 persons (40.49%) responding *Do not know* might suggest that two of every five respondents are satisfied with existing technology at the Library. A *Fully integrated catalog* sharing digital content (defied as being able to see clips from videos, hear clips of music, etc.) was the second most popular response, at 26.72% (163 persons).

The 16.23% (99 responses) suggesting a *Faster response time* compares with 54 respondents selecting to the same choice in Question 12. *More terminals for public use (120 replies, 19.67%)* could indicate a shorter wait time for accessing a computer might be a solution. *More printers for public use (111 replies, 18.11%)* could indicate faster printing speed might be a remedy – or an expanded menu of printing capabilities – or both. *Addition of a Makerspace (93 replies, 15.25%),* while non-specific about a scope of amenities, is informative.

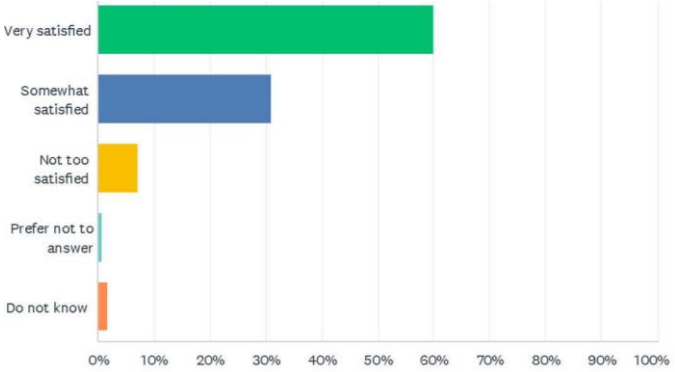
Q14 Overall, how important are the services provided by the Library? (select one)



Question 14 Response Analysis. The overwhelming response to this question about the importance of Library services ranked as being *Very important (675 responses, 93.10%)* was another example of atypical results compared to the Consultants' experience with public libraries across the U.S. Commonly, answers are distributed across the spectrum of choices, but still tilted toward *Very important* or *Somewhat important*. *Somewhat important (48 responses, 6.62%), Not too important (2 responses, 0.28%),* and *Not at all important/Do not know (each with 0 responses)* round out the choices.

The Friends of the Library might consider trying to leverage this favorable collective attitude to advocate for the Las Cruces Public Libraries at City Hall.

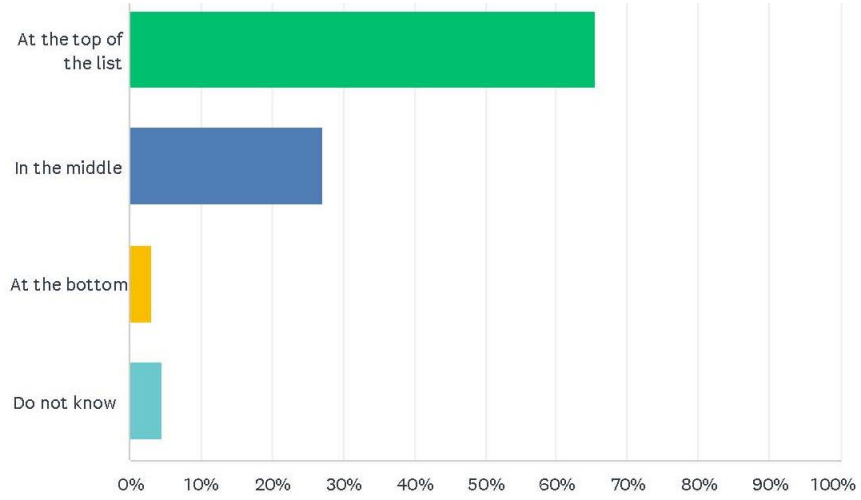
Q15 Overall, how satisfied are you with the Las Cruces Public Library? (select one)



Question 15 Response Analysis. This question, addressing the satisfaction levels with the Library, yielded additional favorable results, 435 – or 59.92% of respondents are *Very satisfied* with Las Cruces Public Libraries. Adding the 224 (30.85%) who replied *Somewhat satisfied,* LCPL earns a satisfaction rate of over 90 percent.

As is almost always the case, there is currently room for improvement at the Las Cruces Public Libraries, as documented by respondents who answered *Not too satisfied (51 responses, 7.02%)* and *Somewhat satisfied (224 responses, 30.85%)* – totaling 275 replies. *Prefer not to answer/Do not know (4 and 12 replies, respectively)* complete the responses.

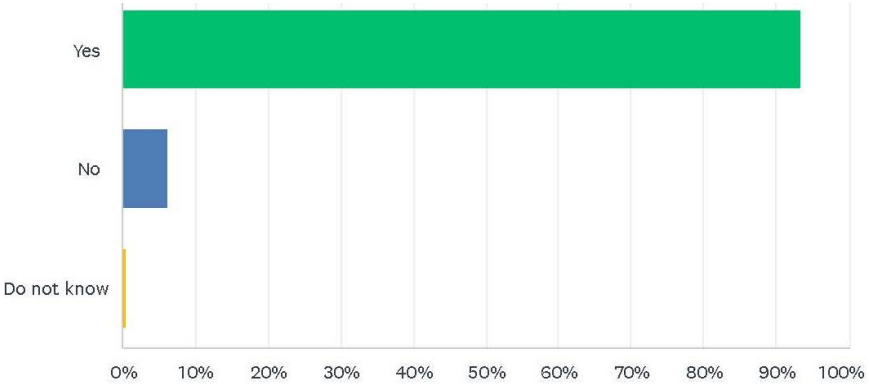
Q16 How would you rank the benefits of the Las Cruces Public Library as compared to the benefits of other tax-supported services, e.g. schools, parks, roads? (select one)



Question 16 Response Analysis. Question 16 explored the perceived benefits of Las Cruces Public Libraries when compared with other tax-supported services such as schools, parks, and roads. Of the four possible choices, *At the top of the list* dominated, with 65.47% or 474 responses. Distribution across the remaining three answers graduated downward. *In the middle* had 196 respondents (27.07%) and *At the bottom* had 21 responses (2.90%). *Do not know (33 replies, 4.56%)* complete the choices.

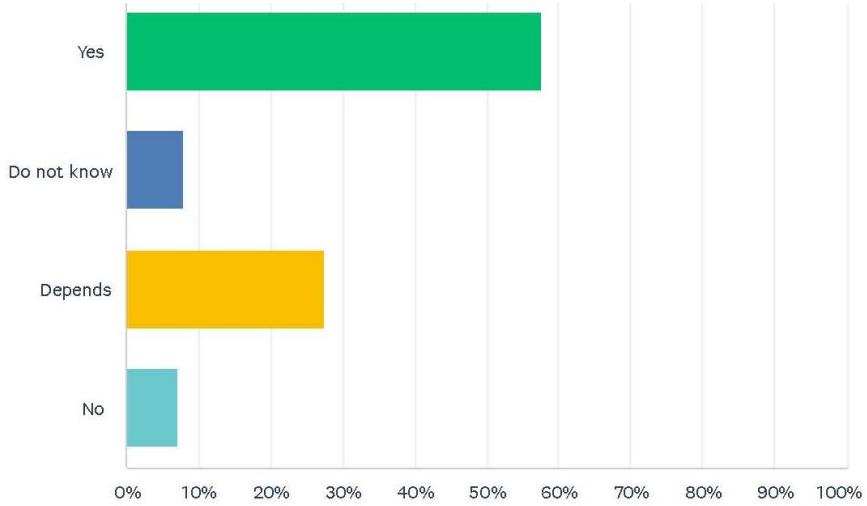
The conclusion is that survey respondents believe their tax dollars are well spent as these percentages attest.

Q17 Are you a resident of Las Cruces? (select one)



Question 17 Response Analysis. As would be expected, the majority of the pool of survey respondents were Las Cruces residents – 682 or 93.42%. Only 6.16% were not (45 replies) and only 0.41% *Did not know* (3 replies).

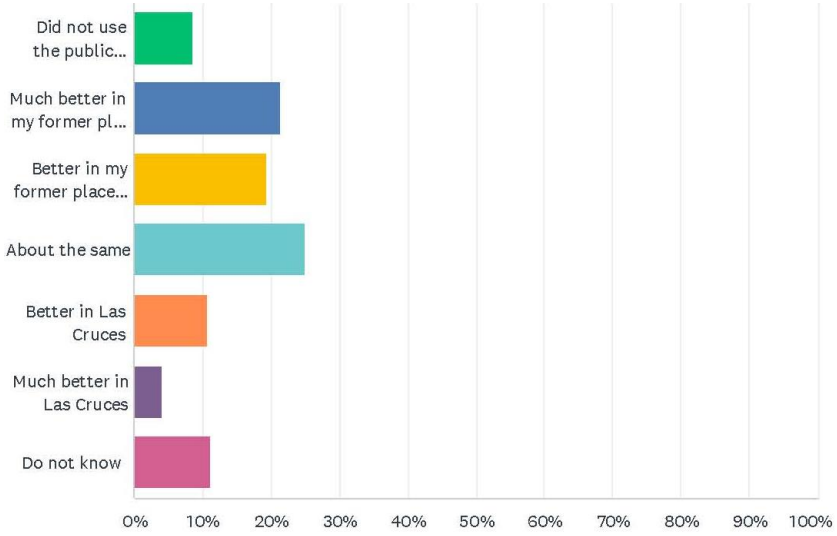
Q18 Would you be in favor of a tax increase for improved public library services and/or more or larger facilities? (select one)



Question 18 Response Analysis. Regardless of whether respondents were Library users or non-users, they indicated how much they value their public library, with 420 (57.53%) willing to pay more taxes for improved public library service. And about 27 percent (201 replies) responded *Depends*, which typical translates to 'It depends on the details (i.e. what is in it for me and my family?).' Only 52 respondents stated *No (7.12%),* which is atypically low and very encouraging. A similar number replied *Do not know (57 responses, 7.81%).*

While the 730 total replies might include some percentage of non-users of the Library, national statistics show that even library non-users vote to fund public libraries.

Q19 If you used the public library prior to moving to Las Cruces, how would you say the library services there compared to public library services in Las Cruces (select one)



Question 19 Response Analysis. This question attempts to help gauge the need to improve the Las Cruces Public Libraries through comparisons with current customers' former public libraries.

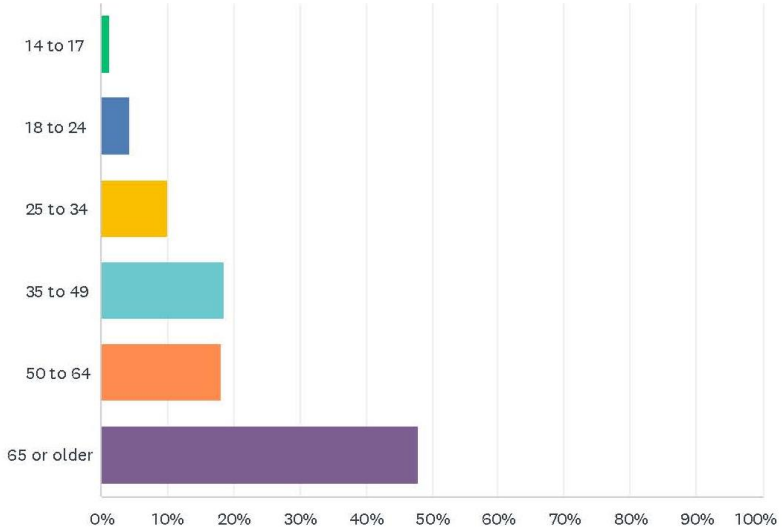
Aggregating responses, 40.78% experienced better service than Las Cruces supplies (149 Much better, 136 Better) and 14.60% thought Las Cruces was better (28 Much better, 74 Better). *Do not know (78 responses, 11.16%)* and *Did not use the public library in my former residence (59 responses, 8.44%)* equate to 19.60% of the total.

The remaining 25.04% (175 replies) rated LCPL *About the same* as their previous library.

These responses give credence to service improvements in Las Cruces which will require an increase in the Library's operational budgets.

Questions 20 through 24 addressed demographic of survey respondents.

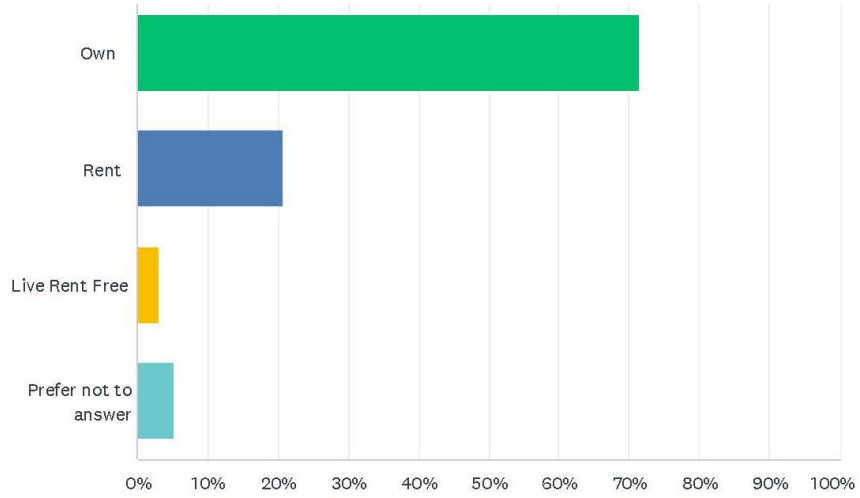
Q20 Are you between the ages of...? (select one)



Question 20 Response Analysis. This question shows about one-half of respondents were of age *65 or older*. Age groups *35 to 49* and *50 to 64* each drew about 18 percent of responses (134 and 131 replies respectively). *Age 25 to 34* (72 replies, 9.93%), *Age 18 to 24* (31 replies, 4.28%), and *Age 17 to 14* (9 replies, 1.24%) round out the answers.

Considering that there were not more younger customers reporting – the results could have skewed away from prioritizing certain age-appropriate services. Certainly, the Las Cruces Public Libraries must evaluate it likelihood of future long-term success if its actual customer base mirrors the age profile of these responses to this question.

Q21 Do you own or rent your current residence? (select one)

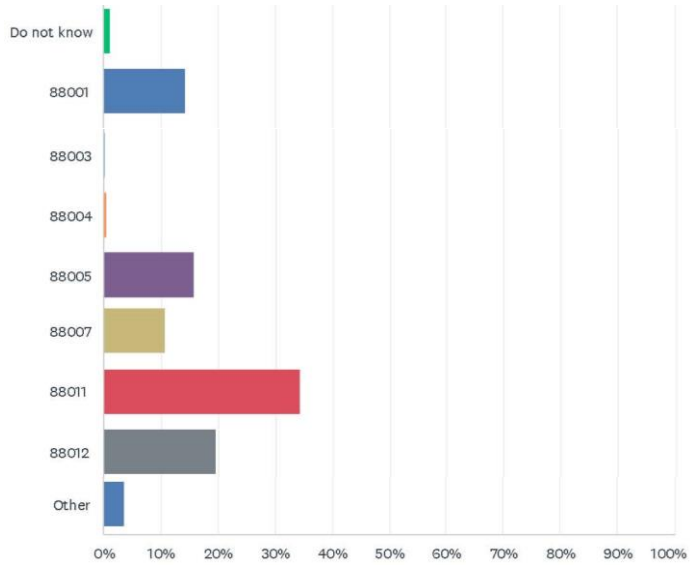


Question 21 Response Analysis. This was the first of three questions included in the survey as a primary predictor of library use – owning one's home as opposed to renting. About two-thirds of respondents fit this profile.

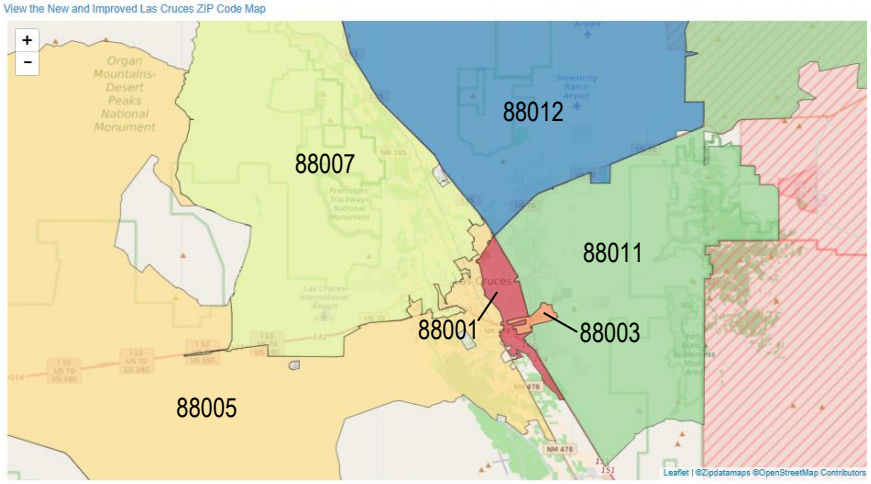
Owning or Renting Current Residence

housing	*percentages*	*responses*
Own	71.35%	518
Rent	20.66%	150
Live rent free	2.89%	21
Prefer not to answer	5.10%	37

Q22 What is the Zip Code of your current place of residence?



Map of ZIP Codes in Las Cruces, New Mexico



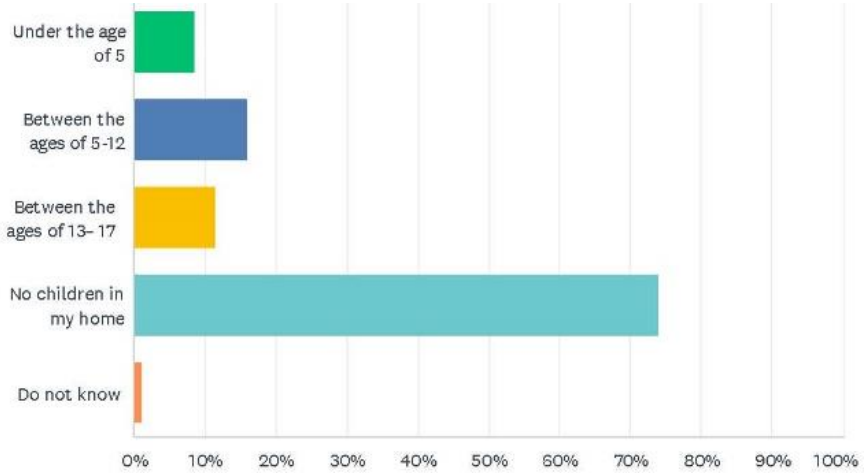
Question 22 Response Analysis. This question pinpoints the neighborhoods where persons responding to this survey reside. There were ten different Zip Codes listed as choices, three of which did not record any responses. Some 27 respondents replied as residing in other Zip Codes, and 0.97% (seven respondents) who *Do not know.*

Of the 725 total survey responses, 609 – or 83.00% – came from the five Zip Codes that cover the majority of the city limits of Las Cruces. Almost two-thirds of those came from 88011 and 88012, which are on the east side of Interstate 25 (I-25). Zip Codes 88001, 88005, and 88007 are east of I-25. Zip Code 88001 is home to the current Thomas Branigan Memorial Library and the Munson Branch. The Sage Branch is in 88011. The table below ranks the number of responses from the seven Codes from most to least.

Residence Zip Codes of Survey Respondents

zip code	*no. of responses*	*% of responses*
88011	249	33.34%
88012	142	19.59%
88005	115	15.86%
88001	103	14.21%
88007	78	10.76%
Other	27	3.72%
Do not know	7	0.97%
88004	3	0.41%
88003	1	0.14%
Totals	725	100.00%

Q23 Are there children living in your home who are …? (select all that apply)



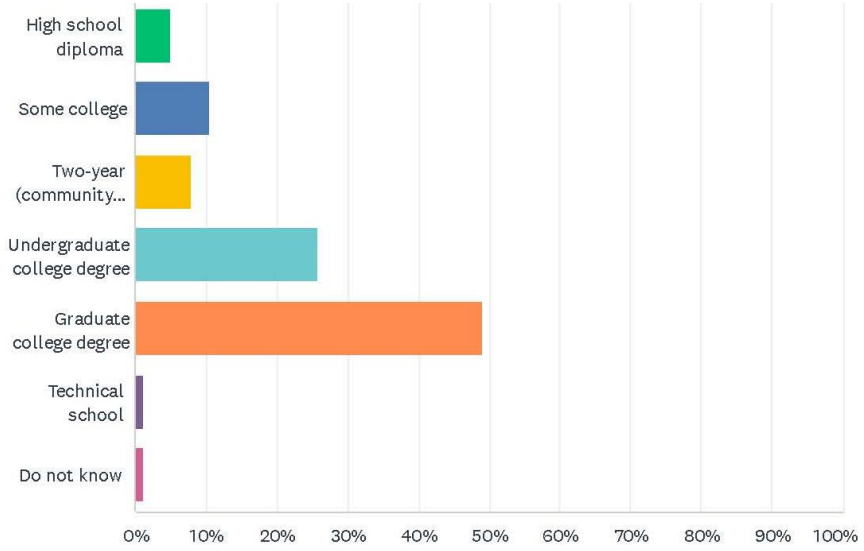
Question 23 Response Analysis. The Consultants included this question in the survey because the number of children in the home is another primary predictors of library use. The results from this question suggest that the LCPL customer base includes both households with and without children living in their homes.

Children Living at Home

age of children at home	*yes*	*answer*
Under the age of 5	8.53%	61
Between the ages of 5 to 12	15.94%	114
Between the ages of 13 to 18	11.47%	82

Again, the number of responses of *No Children in my Home* totaling 73.99% calls into question if LCPL can survive long-term without attracting younger users.

Q24 What is highest level of education you have attained? (select one)



Question 24 Response Analysis. As the third and final library use predictor, the results to this question are usually the most accurate. Of the nine possible choices, five combined to receive over 90% of the responses, with a broad distribution across a higher level of educational attainment. The majority of survey respondents hold some form of a college degree, albeit a two-year, four-year, or six-plus-year degree.

Educational Attainment of Respondents

education level	*responses*	*% of total*
High School diploma or GED	36	5.01%
Some college	75	10.43%
Two-year community college/associate degree	56	7.79%
Undergraduate college degree	186	25.87%
Graduate college degree	352	48.96%
Technical School	7	0.97%
Do not know	7	0.97%
Total number of responses		100.00%

Summary of Survey Findings. The responses to the three questions Q14: Importance, Q15: Satisfaction, and Q16: Benefits, leave little doubt about what Las Cruces residents think about their public library. They see and experience the value of public library service and they are willing to have a portion of their tax dollars expended on current services. These responses indicate a healthy increase in the budget of the Library would be viewed favorably per Question 18, favoring a tax increase for improved public library services. The Consultants believe your Library customers will support ever-improved services going forward!

Technology is ever-evolving, so, improvements dealing with more and faster technologies are primarily cost factors, requiring budgeting for more and newer equipment. The refresh rate for computers and printers should be no more than a five-year cycle – with a three-year timeframe as the goal. Avoiding maintenance that older equipment often requires would help address the request for a fully-integrated catalog.

Your public expects the Library to make more information available digitally. This does not mean that non-digital services will disappear over time. Digital services can, and must, co-exist with the more traditional services.

Core Customers: If this survey data is taken at face value, the typical Las Cruces Public Library customer is over 65 years of age, is a homeowner with no children at home who resides within Las Cruces city limits on the east side of I-25, uses the Library one to four times a month, holds a graduate degree, and is an avid reader who searches for reading material both within and beyond the collection of their Library system.

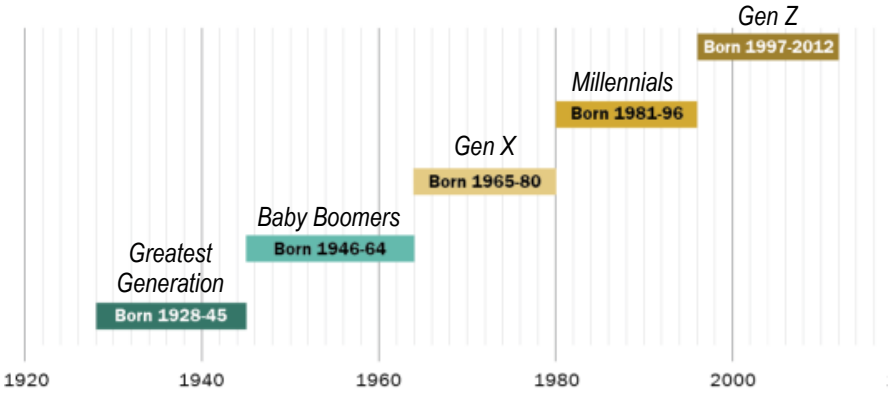
Survey results noted above reveal a public library system that is reasonably responsive to its customer base.

Could it be more responsive?

Yes, provided the needed funding is available for improved technology and at least one of the two branch libraries is either expanded or replaced with a larger, full-service facility.

Given that the ages of children living at home identified in Question 23 are mostly between the ages of 5 to 12 or ages of 13 to 17, their parents are statistically likely to be Millennials (age 27 to 42) or Generation Xers (age 43 to 58). These two generations span across the second, third, and fourth largest age groups that responded to this survey – ages 25 to 64, accounting for 46.48% of responses – or 1.52% less than the number of responses from persons aged 65 or over, Baby Boomers.

The generations defined



The Consultants believe the best approach to increase Library usage long-term would be to aggressively market to families of young children and teenagers – customer segments that appear to be missing in the Library to a significant degree, given the current demographic data of Las Cruces contrasted with these online survey responses.

The existing LCPL could possibly see an increase in usage if the funding was present for additional hours of service. That is a good way to increase usage – but one or two branch libraries would be better – albeit more costly. Makerspace additions would also be a component of more space.

In the best of worlds, both extended hours at the present facility and constructing at least one full-service Branch Library would be in the Library system's future – and not the distant future.

Section 4: Peer Library Analysis

Section 4 Peer Library Analysis

Comparing and contrasting libraries with each other as an analytic tool has been a time-honored practice cross the United States. To facilitate this practice, State Libraries routinely request, receive, and document a number of industry-standard statistics that help gauge a library's performance in adhering to State laws that require public library services. Theses stats are often used for benchmarking – to identify strengths and weaknesses and help set goals to conform with industry best practices.

For this Master Plan, Godfrey's Associates (the Consultants) analyzed 15 public libraries plus Las Cruces using data compiled by the Institute of Museum and Library Services (IMLS), an independent federal agency providing research, grants, and policy development. The libraries, located in five regional states, were:

- New Mexico – Clovis, Farmington, Hobbs, Rio Rancho, Roswell, and Santa Fe.
- Arizona – Tempe.
- Colorado – Broomfield.
- Oklahoma – Lawton.
- Texas – Abilene, Amarillo, New Braunfels, San Marcos, Temple, and Wichita Falls.

These regional communities were selected based on having municipal public library systems serving populations ranging between 38,000 and 201,000[1] with the number of facilities utilized ranging from one to five libraries per system. The average population of the 16 communities was 93,063 based on 2020 US Census data, compared with 111,507 for Las Cruces. Populations ranged from 38,324 for Clovis to Amarillo, Texas, with 200,904. In New Mexico, the most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. A complete listing all populations and statistics for each of the 16 library systems can be found in Appendix 4.1 of this Report.

The Consultants have utilized IMLS data on a number of projects over the years. Data used for this Master Plan is from fiscal year (FY) 2019, the last full year of available statistics before COVID impacted many library operations. The collected data encompasses the following categories, presented in the following order in this Section of the Master Plan and the associated Appendix:

- Facilities and hours of operation.
- Revenue, operational and capital.
- Expenditures – staffing, collection, and other expenditures.
- Collections.
- Visits, reference, and borrowers (also known as library card holders).
- Circulation of materials and interlibrary loans – provided and received.
- Programs and electronic access.

For comparative purposes of each metric within the above categories, an average of the 16 libraries was calculated, as well as rankings within five different percentiles: 90th, 75th, 50th, 25th and 5th. Best practice indicates gauging dissimilar public library systems by using per capita metrics, as a way of making equitable comparisons in light of variances in population, expenditures, local economies, etc.

[1] The population range was not established at the outset the project, but rather, represents a by-product of the libraries selected.

Facilities & Hours of Operation

Access to public library service is often mandated by law in most States in the U.S. In New Mexico, Administrative Code 4.5.2 and 4.5.8 mandate the administration and funding of local public libraries in the State. So, the number and size of facilities – and the hours that they are open – may be the most critical benchmarks the Consultants analyze.

Facility Numbers & Size. Las Cruces Public Libraries reported three facilities that had a combined 45,676 square feet of space, or 0.41 square feet per capita based on 2019 square footage and 2020 population. The Central (Branigan) Library accounted for all but 1,176 square feet of the total. The largest peer group library was a 75,000 square foot Central Library in Temple, Texas. Other than the two Las Cruces Branch Libraries, the smallest was an 805 square foot branch in New Braunfels, Texas.

There are no national standards for the amount of public library space a community should provide. Many states have adopted minimum standards that range from 0.60 to 1.33 square feet per capita. Among the New Mexico peer libraries for which the Consultants collected data, square footage per capita ranged from a low in Las Cruces (0.41) to a high in Clovis (1.23), with Farmington at 1.07, and Rio Rancho at 0.43. The peer group average was 0.64. The peer group low was 0.31 in New Braunfels, Texas. Las Cruces ranked 13th out of the 16 library systems.

Las Cruces (2.69) ranked above average (2.01) in the number of libraries per 100,000 population.

Service Area Population. As statistics for New Mexico public libraries published in 2019 used 2010 US Census figures, the Consultants chose to use 2020 Census figures as providing per capita metrics comparable to the peer libraries in other states, as well as being more indicative of the impact on New Mexico libraries.

Hours. As for annual hours of service in 2019, the peer group average was 5,238, exceeded by Las Cruces at 5,724. See the table at right for additional statistics and Appendix 4.1 for the complete set of metrics analyzed.

Square Feet Per Capita					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
0.64	***0.41***	*1.23*	*1.23*	*0.31*	***0.41***
		Clovis	Clovis	New Braunfels	***Las Cruces***
Facilities per 100,000 Population					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
2.01	***2.69***	*3.43*	*3.43*	*0.56*	*1.92*
		Santa Fe	Santa Fe	Tempe	Rio Rancho
Facilities Operating Cost per Square Foot					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$43.63	***$46.52***	*$105.71*	*$83.32*	*$17.07*	*$17.07*
		Broomfield	Farmington	Clovis	Clovis
Facilities Operating Cost per Service Hour					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$448.42	***$371.18***	*$1,301.87*	*$1,301.87*	*$270.30*	*$270.30*
		Farmington	Farmington	Clovis	Clovis
Total Annual Public Service Hours					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
5,238	***5,724***	*16,668*	*8,424*	*2,507*	*2,507*
		Amarillo	Santa Fe	Hobbs	Hobbs

Operating Revenue

Las Cruces Public Libraries' (LCPL) total operating revenue came from three of the four documented sources – Local, State, and Other – with no Federal government monies received in 2019. However, six of the 16 peers (37.5%) did receive Federal monies that year.

Percentage-wise, Local revenue accounted for 85.66% of the total, State was 1.84%, and Other sources were 12.50%. The Other figure is far and away the highest of the peer group and much greater than the peer average of 1.99%. This translates into Las Cruces receiving much less of a percentage of Local government revenue than did the peer group (85.66% compared to 96.44%) – with no other peer receiving less than 94%. The majority of Las Cruces' Other revenue appears to be supplied by endowments and the Friends of the Library.

Per capita, the group average was $29.08. At $22.27, Las Cruces was almost $7.00 below the peer average, and above the 25th percentile of $20.76. In raw numbers, the peer average of total operating revenue was $2,470,324. Las Cruces was $2,482,739, placing just above the 50th percentile. As for Local government revenue, Las Cruces received $2,126,733. The average was $2,381,379. Las Cruces placed just below the 50th percentile.

Capital revenue was sparce among the peer group. Las Cruces reported $22,643 in 2019, almost twice the group average and slightly below the 90th percentile.

Consultant Observations. Local public library revenue typically makes up +/-95% of the total for the vast number of library systems in the U.S. Unless the "Other" is a source that is quite dependable year-to-year, Local revenue source may need to be increased. There could be Federal dollars if a regular search for Federal grants is pursued.

The Consultants' experience is that an annual Friends of the Library contribution of $60,000 to $100,000 is significant, regardless of the percentage of the total revenue received.

Total Operating Revenue Per Capita					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$29.08	***$22.27***	*$73.49*	*$73.49*	*$13.49*	*$20.97*
		Farmington	Farmington	Lawton	Clovis
Local Operating Revenue %					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
96.44%	***85.66%***	*98.95%*	*98.95%*	*85.66%*	*85.66%*
		Farmington	Farmington	Las Cruces	Las Cruces
Other Operating Revenue %					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
1.99%	***12.50%***	*12.50%*	*12.50%*	*0.00%*	*0.00%*
		Las Cruces	Las Cruces	Hobbs & Rio Rancho	Hobbs & Rio Rancho
Total Capital Revenue					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$11,551	***$22,643***	*$120,189*	*$120,189*	*$0*	*$0*
		Hobbs	Hobbs	multiple	multiple

Operating Expenditures

Data was collected for expenditures for staffing, collections, and other expenditures. Money spent is of more interest to the Consultants than monies received because expenditures come with expectations of successful application over a defined time period, whereas revenue can be banked and used at a later date.

Recognizing that Total Expenditures equate to 100 percent, the Consultants analyze what percentage of the whole account for Staffing, Collections, and Other expenditures. Please note that the statistical sources of Other Revenue differ from Other Expenditures categories.

category	*Las Cruces*	*peer group averages*
Staff	69.02%	71.18%
Collection	16.52%	12.15%
Other	14.46%	16.67%

The Consultants believe an ideal modern public library distribution of expenses might be along the lines of Staffing: 65 to 70 percent; Collection: 15 to 25 percent; and Other: 15 to 5 percent. So, Las Cruces is within these ranges – and these percentages might deviate slightly from year to year, given extenuating circumstances. But note that a large percentage of Collections expenditures are paid from the Branigan trust rather than by the City.

Peer Analysis. The peer group averages also support these ideal ranges, with the universal realization that there is no industry standard for what constitutes "Other" expenditures. By this definition, other expenses are anything not related to personnel and collection purchasing and upkeep. So, it is apparent this category could be very broad.

Analyzing individual library systems more closely, as will become apparent, Farmington tends to rank well amongst this peer group across the board – almost exemplary – but not in percentage of staff expenditures. In searching for a explanations, we find that Farmington as ranks low in number of service hours open, hence, a lesser need for staff.

Total Operating Expenditures Per Capita					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$28.47	***$19.05***	*$89.35*	*$89.35*	*$13.49*	***$19.05***
		Farmington	Farmington	Lawton	**Las Cruces**
Staff Expenditures %					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
71.18%	***69.02%***	*87.07%*	*87.07%*	*55.17%*	*55.17%*
		Rio Rancho	Rio Rancho	Farmington	Farmington
Collection Expenditures %					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
12.15%	***16.52%***	*21.91%*	*15.86%*	*6.39%*	*8.29%*
		Wichita Falls	Farmington	Lawton	Roswell
Other Expenditures %					
peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
16.67%	***14.46%***	*28.96%*	*28.96%*	*3.61%*	*3.61%*
		Farmington	Farmington	Rio Rancho	Rio Rancho

Staffing Levels & Expenditures

In terms of total expenditures for personnel, Las Cruces' $1,466,327 is below both the 50th percentile and peer average of $1,649,253. Of the seven New Mexico libraries in the peer group, Las Cruces expends the least amount per capita, as well as less than the average of the peer group, as shown in the table at right.

Las Cruces total staff salaries/wages were $1,108,072, below the 50th percentile. The peer average was $1,203,959. Employee benefits for Las Cruces were $358,255 compared to the peer average of $445,296, placing LCPL above the 25th percentile.

Quantified Staffing Levels. Data was analyzed for personnel categories of American Library Association (ALA)-MLS Librarians[2], total full-time equivalent (FTE) employees with "Librarian" as job title, and the number of other paid FTEs. The data shows LCPL had reported:

- 11.00 ALA-MLS Librarians, compared to the peer average of 8.63, placing Las Cruces below the 75th percentile.
- The same 11.00 FTE with "Librarian" in the job title, versus a peer average of 10.97. Please note that some libraries have a Librarian job title for employees who have not earned an ALA-accredited Master's degree.
- The balance of the Las Cruces' FTE staff equals 29.0, placing above the 75th percentile, compared with a peer average of 21.06.
- MLS and total staff per 1,000 population of 0.10 and 0.36 respectively, both slightly above the 50th percentile, versus peer averages of 0.09 and 0.39.

Contrasting LCPL's peer standing in quantities of personnel (typically above average) with peers' total staff expenditures and staff expenditures per capita (LCPL below average) strongly suggests that Las Cruces pays its Library staff less than its peers, both in New Mexico and beyond.

peer New Mexico public library	*total paid staff FTE*	*staff expenditures per capita*	*expenditures per FTE staff*
Farmington	55.02	$49.30	$75,813
Santa Fe	47.00	$27.08	$77,306
Hobbs	14.25	$21.25	$86,117
Roswell	23.00	$18.92	$61,208
Rio Rancho	42.00	$17.58	$49,975
Clovis	16.00	$14.88	$50,140
Las Cruces	40.00	$13.15	$53,116
Peer averages	32.03	$19.60	$73,388

Total Staff Per 1,000 Population

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
0.39	***0.36***	*1.18*	*1.18*	*0.18*	*0.35*
		Farmington	Farmington	Lawton	Hobbs

MLS Staff Per 1,000 Population

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
0.09	***0.10***	*0.21*	*0.21*	*0.03*	*0.03*
		Santa Fe	Santa Fe	Clovis	Clovis

Total Expenditures per Staff FTE

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
$73,388	***$53,116***	*$111,191*	*$86,117*	*$49,975*	*$49,975*
		New Braunfels	Hobbs	Rio Rancho	Rio Rancho

[2] Librarians earning a American Library Association (ALA)-accredited Master of Library Science (MLS) degree.

Collections & Expenditures

Borrowing books is still the number one use of public libraries nationally, according to Consultant research and a national survey by the Pew Research Center in 2016. This trend was corroborated for Las Cruces Public Libraries by online survey data of Branigan Library users in the greater Las Cruces area, administered in October and November of 2022 by the Consultants and presented in Section 4 of this Master Plan Report. 81.2% of 718 survey respondents indicated they used LCPL for checking out books and media.

Key Collections Metrics. In the tables at right on this and the following page, the Consultants looked at particularly important metrics for public libraries, namely the bulk of their collections of books and audio-visual media such as eBooks and physical and downloadable entertainment (music and video).

Comparing the library system serving Las Cruces with a summary of peer group averages we find Las Cruces exceeds peer expenditures in some categories and lags behind in others:

expenditures	*peer group average*	*Las Cruces*
Print materials	$165,775	$234,123
Electronic materials	$91,375	$75,512
Other materials	$37,833	$44,379
Total collection	$294,983	$351,014
Per capita	$3.59	$3.15

Consultant Observations. One area that might be improved at LCPL is with the print materials, acknowledging the appeal of digital and downloadable materials. There have been reliable studies that show reading printed paper pages results in a significantly better retention level than reading a digital page. For this reason Las Cruces should consider striving to increase the number of printed books – for all age groups – to two items per capita (2.00 versus 1.24 in FY2019) over the next three to five years. Such an increase should not be done at the expense for the digital and downloadable collections.

Number of Print Materials

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
165,134	***138,071***	*280,000*	*280,000*	*98,934*	*115,380*
		Santa Fe	Santa Fe	Broomfield	Clovis

Total Collection Items

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
413,188	***418,331***	*1,035,282*	*706,410*	*133,063*	*133,063*
		Tempe	Santa Fe	Clovis	Clovis

eBooks

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
118,965	**62,606**	428,694	310,000	1,893	1,893
		Wichita Falls	Santa Fe	Hobbs	Hobbs

Print Materials Per Capita

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
2.05	**1.24**	3.53	3.53	1.15	1.21
		Roswell	Roswell	New Braunfels	Rio Rancho

Total Collection Items Per Capita

peer average	***Las Cruces***	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
4.45	**3.75**	9.53	8.07	2.14	2.47
		Wichita Falls	Santa Fe	Amarillo	Rio Rancho

Electronic Collection Materials

For decades, public libraries have housed and lent audio and video recordings in various evolving formats – beginning with vinyl records and 16 millimeter films. Eventually, books joined the electronic collection in the form of books-on-tape and/or disc – to current eBooks. Similarly, audio and video have transitioned from physical items housed in library collections on shelves to downloadable electronic formats on multiple platforms. No doubt, technological innovations will continue to drive the evolution of all library collection materials, yet the printed book remains popular to this day.

Recent trends in the electronic book marketplace have driven up the cost per item, forcing some public libraries to reduce the quantities of eBooks it can offer – or pass the costs onto their customers. Simultaneously, the Covid-19 pandemic created an increase in demand for eBooks and other downloadable electronic content, placing most public libraries with difficult decisions to make on what to collect and what not to collect.

Given the current flux in the electronic marketplace, the Consultants hesitate to analyze LCPL's electronic collections too deeply, but rather, we merely report the comparative peer statistics shown in the righthand column.

Consultant Observations. With regard to peer average collection expenditures, Las Cruces expended more on print and other materials, but less for electronic materials – for a total higher by $56,031, but lower per capita by $0.44.

It appears that customer demand for electronic items versus rising costs will continue to require fluctuating budget decision-making year-to-year, for the near-term future. One trend appears to be holding – that physical collections of all formats (books, audio, and video) appear to be decreasing, despite the enduring popularity of print-on-paper books. The result in having fewer physical items in public library collections does not translate to smaller libraries, but rather, to better accessibility to the physical items housed in a given library through wider aisles and lower shelves.

Number of Downloadable Videos					
peer average	**Las Cruces**	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
11,588	**15,550**	*48,921*	*23,000*	*10*	*10*
		Tempe	Santa Fe	Hobbs	Hobbs
Number of Physical Videos					
peer average	**Las Cruces**	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
15,133	**28,109**	53,178	***28,109***	2,226	2,226
		Amarillo	***Las Cruces***	Clovis	Clovis
Number of Downloadable Audio Items					
peer average	**Las Cruces**	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
92,932	**160,677**	365,858	***160,677***	537	537
		Tempe	***Las Cruces***	Hobbs	Hobbs
Number of Physical Audio Items					
peer average	**Las Cruces**	*Peer group high*	*New Mexico high*	*Peer group low*	*New Mexico low*
9,178	**13,099**	18,751	***13,099***	2,410	2,410
		Las Cruces	***Las Cruces***	Clovis	Clovis

Circulation of Collections & Interlibrary Loans

A large collection of items is only valuable if it is used.

Circulation, the number of collection items borrowed by library customers, is one of the primary services used to measure public library effectiveness. In terms of total annual circulation Las Cruces loaned 396,171 items, or 3.77 per capita. The average was 557,998, or 2.13 per capita. Amarillo, with 1.511,736 was far and away the busiest of the peer group. The "second place" library was New Braunfels, Texas, 885,290. In New Mexico, Santa Fe was tops with 719,088 and Clovis at 93,042 the lowest. On the per capita measurement, Broomfield, Colorado with 12.23 was the highest and Clovis at 2.50 lowest. Children's circulation numbers saw Amarillo leading (523,855) and Clovis lagging (36,167). Per capita-wise Broomfield (5.20) was the highest and Las Cruces (0.74) the lowest.

The Consultants also acknowledge the importance of the currency of library collections – by offering items both current and relevant to the given community. These peer statistics do not gauge this variable. A deeper look into the Library's catalog and usage data would be required. De-selection of collection items – removing them from circulation and storage – is an ongoing best practice known as "weeding" the collections.

Turnover. A key metric in terms of collection usage is the frequency items are checked out – or turnover – mathematically determined by the number of circulating items divided by the number of loans. A high number is a good indication the collection is being responsive to customer needs. Peer turnover: Broomfield, at 4.53, was highest, Las Cruces was 1.00, and Lawton was lowest at 0.31.

Interlibrary Loans (ILL) is a metric that can measure the desirability of a public library's collection. If the number of items borrowed by other libraries is high and the items loaned is low, it could be a commentary on the quality of the collection. As for Las Cruces, 1,070 items were loaned to other libraries. The peer average was 4,697. Items received were 1,604 by LCPL versus a peer average of 6,063. Such relatively low numbers might also mean that there could be need for improvement in the ILL process, as it might not run as smoothly as it could.

Total Circulation per Capita					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
6.45	***3.77***	*12.23*	*9.25*	*2.50*	*2.50*
		Broomfield	Farmington	Clovis	Clovis
Children's Items Circulation per Capita					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
2.13	***0.74***	*5.20*	*2.47*	***0.74***	***0.74***
		Broomfield	Farmington	***Las Cruces***	***Las Cruces***
Children's Circulation %					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
35.86%	***20.70%***	*49.04%*	*38.87%*	***20.70%***	***20.70%***
		New Braunfels	Clovis	***Las Cruces***	***Las Cruces***
Collection Turnover					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
1.88	***1.00***	*4.53*	*3.21*	*0.31*	*0.72*
		Broomfield	Rio Rancho	Lawton	Clovis

Library Visits, Reference & Borrowers

Visits, reference questions, and number of borrowers are all indications of customer services provided by public libraries. In most cases, the higher the number the better.

Visits. Las Cruces had 384,686 visitors vis-à-vis the peer group average of 364,783. The peer high was Amarillo, Texas with just over 1.2 million. The low was Hobbs with 59,281. Per capita measures: Las Cruces 3.45; High – Farmington 6.91; and Low – Hobbs 1.46.

Reference Transactions. Las Cruces totaled 70,326, or 0.63 per capita. Peer averages were 55,416 and 0.55, respectively. High – Amarillo 267,898. For New Mexico, Santa Fe had highest total at 140,000 and its 1.60 per capita was the highest of the entire peer group.

Borrowers are defined as individuals who have a valid library card which allows them to borrow circulating items from the library's collections. The average number of borrowers for the peer group was 49,380. Las Cruces had 71,711, well above the average. Tempe, Arizona, with 94,099, had the highest number and Clovis the lowest, with 13,750. Also included in the Consultant analysis is the Percent of Population with Library Cards, with a high of Farmington at 107.93%[3]

Consultant Observations. Las Cruces performs well when compared to its peers, as LCPL is above the 50th percentile on all of these key measures, including visits per capita – even though LCPL is below the peer average.

There are several customer contacts that are of consequence for public libraries, such as library programs. Metrics that quantify access to the library's website and to technology provided within the walls of a library are presented on the next page, followed by a page on the number of library programs and attendance.

Library Visits per Capita					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
3.78	***3.45***	*6.91*	*6.91*	*1.46*	*1.46*
		Farmington	Farmington	Hobbs	Hobbs
Reference Transactions per Capita					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
0.55	***0.63***	*1.60*	*1.60*	*0.07*	*0.07*
		Santa Fe	Santa Fe	Hobbs	Hobbs
Percent of Population with Library Cards					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
57.44%	***64.31%***	*107.93%*	*107.93%*	*29.21%*	*43.44%*
		Farmington	Farmington	Lawton	Rio Rancho

[3] The 107.93% indicates there are several non-residents who frequent Farmington on a regular basis and obtain a library card, thus the number above 100 percent.

Electronic Access

The ability to access the Internet electronically in libraries is impacted by the quantity of computers/devices for public use within the facilities and remotely – as well as the number of uses of those computers/devices. The recorded data analyzed by the Consultants included:

- Number of Internet computers used by the general public.
- Total number of public computers per 2,000 population.
- Annual use of public Internet computers.
- Wireless sessions using the library's wireless service.
- Number of visits to the library's website.

Las Cruces was below average on three of four electronic metrics, and there was no recorded data for the fifth, at least none reported to the New Mexico State Library[4]. Las Cruces was only slightly below the 50th percentile on uses of Internet computers per year, but additional findings the Consultants see is concerning, as follows.

Use of Computers & Internet. Looking at the peer numbers of public-use computers with Internet connectivity:

- High – Tempe, 140 (1.56 per 2,000 population), Low – 12, Clovis (0.63 per 2,000 population).
- Average – 48 (1.06 per 2,000 population), Las Cruces – 32 (0.57 per 2,000 population).

LCPL provide the lowest number of public computers per capita in the peer group. Given that there is a major state university in Las Cruces, the below average electronic access data on public computers and their use is surprising to the Consultants.

Conversely, access to the Internet via LCPL's wireless network bodes much better, suggesting that many customers bring and use their own computers/devices to the Library.

Public Use Computers per 2,000 Population					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
1.06	***0.57***	*2.23*	*2.23*	***0.57***	***0.57***
		Farmington	Farmington	***Las Cruces***	***Las Cruces***
Annual Use of Public Internet Computers					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
47,784	***46,541***	*101,331*	*88,496*	*10,223*	*10,223*
		Tempe	Santa Fe	Hobbs	Hobbs
Number of Sessions Using Library Wireless Service					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
26,022	***55,776***	*103,188*	*70,733*	*3,347*	*8,904*
		Wichita Falls	Santa Fe	Amarillo	Clovis
Number of Visits to Library Website					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
145,475	***n/a***	*311,493*	*311,493*	*5,000*	*5,000*
		Farmington	Farmington	Clovis	Clovis

[4] Las Cruces did not record the number visits to library website.

Programs

Programs, as broadly defined, refer to an activity generally held at the library and attended by library customers and visitors alike – such as classes, seminars, performances, etc. Library Programs are typically divided into three groups by age – Children's, Teens (Young Adult), and Total (including adults or families). For Las Cruces' Adult, Family, and all other Programs we computed the number and attendance by subtracting the Children's and Young Adult figures from the total numbers.

Programs. The peer average for total programs was 1,008. Las Cruces totaled 632. San Marcos held the highest number at 2,361 and 145 for Hobbs was the lowest.

- Children's Programs – a peer average of 564 – with a high at Farmington (1,380), a low at Hobbs (115), and Las Cruces with 301.
- Children's Attendance – average of 16,808 – high Farmington (42,278), low Clovis (3,864), Las Cruces (10,017).
- Teen (Young Adult) Programs – average, 1,807 – high Farmington (5,386), low Temple (161), Las Cruces (137).
- Teen Attendance – average 1,807 – high Abilene (8,279), low Temple (161), Las Cruces (887).

At Las Cruces Public Libraries, 69.31% of programs were for youth (Children and Teens) but attendees at those programs constituted 84.15% of total program attendance – largely due to Children's programs and attendance – as 47.63% of the total number of programs were for kids but drew 77.3% of the total attendees.

Total Program Attendance per Capita					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
0.31	***0.12***	*1.34*	*1.34*	*0.09*	*0.10*
		Farmington	Farmington	Lawton	Roswell
Number of Children's Programs % of Total					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
55.99%	***47.63%***	*79.72%*	*79.72%*	*35.99%*	*43.26%*
		Roswell	Roswell	Broomfield	Clovis
Children's Program Attendance % of Total					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
66.45%	***77.30%***	*90.19%*	*86.04%*	*50.38%*	*67.37%*
		Wichita Falls	Roswell	Amarillo	Farming
Number of Teen Programs % of Total					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
13.31%	***21.68%***	*23.50%*	*23.50%*	*2.06%*	*9.59%*
		Farmington	Farmington	Amarillo	Rio Rancho
Teen Program Attendance % of Total					
peer group average	***Las Cruces***	*peer group high*	*New Mexico high*	*peer group low*	*New Mexico low*
7.14%	***6.85%***	11.85%	9.44%	1.28%	4.21%
		Abilene	Hobbs	Temple	Rio Rancho

Summary

All factors considered, Las Cruces Public Libraries compare favorably with the peer group, both with the entire group and with other New Mexico libraries. The table in the righthand column indicates select measures and the percentiles LCPL achieved in the peer library analysis. Of these 18 crucial benchmarks, LCPL falls below the peer 50th percentile on a little more than half (factors 10 of the 18) – hence suggesting areas to consider for potential improvements. Yet, 8 of the 18 indicate strengths for LCPL to potentially maintain.

One improvement that is most needed is the amount of Library space (factor number 16 at right). The two branch libraries are extremely small in size and unable to provide a full range of services. And, in this computer age, the low number of computers for public use needs to be addressed (factor 17). The low ranking for Local Government Revenue (factor 18) is a mixed bag – low in part because of the generous revenue from Other sources.

Key Metrics Rankings. In order to focus on the measures that the Consultants consider most critical for Las Cruces Public Libraries to address, we present additional analysis of these 18 factors and more in Table 4.1 on the following pages. Critical per capita metrics in the Table are shown in **bold** text. Measures that have been cross-tabulated using the data in Appendix 4.1 are presented in *italicized* text in Table 4.1 and may or may not appear in the Appendix.

For comparative purposes, the Consultants calculated the average of the 16 libraries for each metric – as was done in ranking within five different percentiles: 90th, 75th, 50th, 25th and 5th. For written characterization of where LCPL falls within the various percentiles, the Consultants differentiate proximity to the nearest rank. For example, if a metric falls between the 75th and 50th levels, we locate which of the two percentiles Las Cruces Public Libraries is closest to by using 'above' or 'below' descriptors – i.e. below 75th if closer to the 75th percentile, versus above 50th when closer to 50th.

Percentiles Where Las Cruces Ranks (versus FY2019 peer statistics)

factor		*percentile*
1	Legal Service Area Population (2020 Census)	above 75th
2	Annual Public Service Hours	below 75th
3	FTE ALA-MLS Librarians	below 75th
4	FTE Total Paid Employees	below 75th
5	Total Collection Per Capita	below 75th
6	Total Annual Visits	below 75th
7	Reference Transactions Per Capita	below 75th
8	Percent of Population with Library Cards	below 75th
9	Print Materials in Collection	below 50th
10	Total Number of Library Programs	below 50th
11	Total Annual Circulation Transactions	below 50th
12	Collection Turnover	above 25th
13	Total Circulation Per Capita	above 25th
14	Number of Children's Library Programs	above 25th
15	Total Revenue Per Capita	above 25th
16	Square Feet Per Capita	below 25th
17	Number of Public Computers per 2,000 Population	below 5th
18	Local Government Revenue	below 5th

Consultant Observations. In Table 4.1, the Consultants have ordered our opinions about how Las Cruces should prioritize addressing the key metrics we have identified – from top to bottom (highest priority at the top, lesser toward the bottom). We hope these suggestions will generate discussions with LCPL leadership, the Friends of the Library, and City of Las Cruces staff.

Table 4.1 Peer Library Analysis – Key Metrics

metrics	*Las Cruces*	*peer average*	*deviation*	*deviation %*	*peer rank*	*percentile*
Square feet per capita	**0.41**	**0.64**	**-0.23**	**-35.6%**	**13th of 16**	**below 25th**
Public computers per 2,000 population	**0.57**	**1.06**	**-0.48**	**-45.8%**	**16th of 16**	**below 5th**
Children's circulation per capita	**0.74**	**2.13**	**-1.39**	**-65.4%**	**16th of 16**	**below 5th**
Total operating expenditures per capita	**$19.05**	**$28.47**	**-$9.41**	**-33.1%**	**14th of 16**	**below 25th**
Total Expenditures per Staff FTE	*$53,116*	*$73,388*	*-$20,272*	*-27.6%*	*14th of 16*	*above 5th*
Total operating revenue per capita	**$22.27**	**$29.08**	**-$6.81**	**-23.4%**	**10th of 16**	**above 25th**
Local revenue as percent of total	85.66%	96.44%	-10.78%	-11.2%	16th of 16	below 5th
Print materials per capita	**1.24**	**2.05**	**-0.81**	**-39.7%**	**12th of 16**	**at 25th**
Print materials as percent of total	*33.01%*	*39.97%*	*-6.96%*	*-17.4%*	*13th of 16*	*above 25th*
Total circulation per capita	**3.77**	**6.45**	**-2.68**	**-41.6%**	**12th of 16**	**above 25th**
Collection turnover (circulation ÷ collection size)	1.00	1.88	-0.88	-46.6%	11th of 16	above 25th
Total program attendance per capita	**0.12**	**0.31**	**-0.19**	**-62.0%**	**14th of 16**	**above 25th**
Other expenditures as percent of total	14.46%	16.67%	-2.21%	-13.2%	11th of 16	above 25th
Number of children's library programs as percent of total	*47.63%*	*55.99%*	*-8.37%*	*-14.9%*	12th of 16	*above 25th*
Staff expenditures as percent of total	69.02%	71.18%	-2.16%	-3.0%	11th of 16	below 50th
Total number of library programs	632	1,008	-376	-37.3%	9th of 16	below 50th
Total annual operating cost per square foot	*$46.52*	*$43.63*	*$2.88*	*6.6%*	*7th of 16*	*above 50th*
MLS staff per 1,000 population	**0.10**	**0.09**	**0.01**	**7.0%**	**6th of 16**	**above 50th**
Total staff per 1,000 population	**0.36**	**0.39**	**-0.03**	**-7.7%**	**6th of 16**	**above 50th**
Total collection per capita	**3.75**	**4.45**	**-0.70**	**-15.7%**	**8th of 16**	**above 50th**
Library visits per capita	**3.45**	**3.78**	**-0.33**	**-8.8%**	**7th of 16**	**above 50th**
Attendance at teen library programs as percent of total	*6.85%*	*7.14%*	*-0.30%*	*-4.2%*	*7th of 16*	*above 50th*
Number of visits to library website	no record	145,475	n/a	n/a	n/a	n/a
Total annual operating cost per service hour	*$371.18*	*$448.82*	*-$77.63*	*-17.3%*	*12th of 16*	*above 25th*

Table 4.1 Peer Library Analysis – Key Metrics *(continued)*

metrics	*Las Cruces*	*peer average*	*deviation*	*deviation %*	*peer rank*	*percentile*
FTE number of ALA-MLS Librarians	11.00	8.63	2.37	27.4%	6th of 16	below 75th
FTE total paid employees	40.00	32.03	7.97	24.9%	5th of 16	below 75th
Percent of population with library cards	64.31%	57.44%	6.87%	12.0%	6th of 16	below 75th
Wireless sessions using the library's wireless network	55,776	26,022	29,754	114.3%	3rd of 16	below 75th
Number of teen library programs as percent of total	*21.68%*	*13.31%*	*8.37%*	*62.8%*	*3rd of 16*	*below 75th*
Attendance at children's library programs as percent of total	*77.30%*	*66.45%*	*10.85%*	*16.3%*	*5th of 16*	*below 75th*
State/Federal revenue as percent of total	1.84%	1.57%	0.27%	16.9%	5th of 16	below 75th
Collection expenditures as percent of total	16.52%	12.15%	4.37%	36.0%	2nd of 16	above 90th
Other revenue as percent of total	12.50%	1.99%	10.51%	529.2%	1st of 16	above 90th
Number of facilities per 100,000 population	**2.69**	**2.01**	**0.68**	**33.6%**	**2nd of 16**	**above 90th**
2020 Census population	111,507	93,063	18,444	19.8%	4th of 16	above 75th

Section 5: Operations Analysis

Section 5 Operations Analysis

The Peer Analysis of Section 4 serves as a fair and comprehensive quantifiable look at the operational statistics of Las Cruces Public Libraries (LCPL). In this Section, the Consultants will provide qualitative analysis of specific LCPL strengths and challenges based on those statistics. The intent is to codify a set of Level of Service (LOS) standards at the end of this Section, which LCPL can use as measures of future performance.

The LOS measures the Consultants recommend in Table 5.1 are along the lines of widely accepted industry best practice, touching upon significant guideposts for crucial public library performance metrics.

Exactly 100 metrics were analyzed in the Peer Analysis. LCPL ranked in the four quartiles as follows:

quartile	% of all metrics	above/ below median	% of LOS metrics	above/ below median
Q4	19%	55%	0%	50%
Q3	36%		50%	
Q2	29%	45%	14%	50%
Q1	16%		36%	

In the aggregate, LCPL performed five percent better than the peer group, but was on the median when looking at the critical set of LOS metrics.

Table 5.1
Key Benchmarking Metrics for Las Cruces Public Libraries
Recommended Level of Service Measures

metric	**2019 Las Cruces**	peer group average	peer group quartile	peer group high	Las Cruces as % of avg.
Square feet per capita	**0.41**	0.64	Q1	1.23	64.1%
Total annual public service hours	**5,724**	5,238	Q3	16,668	109.3%
MLS staff per 1,000 population	**0.10**	0.09	Q3	0.21	111.1%
Total staff per 1,000 population	**0.36**	0.39	Q3	1.18	92.3%
Staff expenditures per capita	**$13.15**	$19.60	Q1	$49.30	67.1%
Collection expenditures per capita	**$3.15**	$3.56	Q3	$14.17	88.5%
Operating expenditures per capita	**$19.05**	$28.47	Q1	$89.35	**66.9%**
Collection items per capita	**3.75**	4.45	Q3	9.53	84.3%
Circulation per capita	**3.77**	6.45	Q2	12.23	58.4%
Collection turnover	**1.00**	1.88	Q2	4.53	53.2%
Public computers per 2,000 population	**0.57**	1.06	Q1	2.23	**53.8%**
Percent of population with library cards	**64.3%**	57.4%	Q3	107.9%	112.0%
Library visits per capita	**3.45**	3.78	Q3	6.91	91.3%
Program attendance per capita	**0.12**	0.31	Q1	1.34	38.7%

Note: *The numbers in* ***red*** *indicate metrics in which LCPL ranked last in the peer rankings (16 out of 16).*

Crucial Strengths & Challenges Illuminated by Peer Analyses

Comparing LCPL's specific performances above and below the Peer statistical median highlight both the Library's strengths in operations and reveal some areas of concern.

- LCPL's high number of total public service hours each year is the most import accessibility issue for public libraries.
- The total number of full-time equivalent (FTE) employees, especially ALA-accredited Librarians is an important contributor to the quality and quantity of services provided by LCPL.
- The total number of collection items per capita likely contributes to the numbers of visits to the Libraries as checking out books is a primary service customers seek in Las Cruces and nationwide.
- The number of reference transactions per capita is probably influenced by the availability of staff at multiple reference desks.
- The total number of annual visits to Libraries and the percent of the population with library cards both attest to how Las Cruces residents "vote" for Las Cruces Libraries and the good service they receive.

Library Collections. Total collection items per capita (print + electronic) appear to be a good LCPL attribute, yet total annual circulation, collection turnover, and total circulation per capita are below the peer median. Having lots of books that do not get checked out is a common problem the Consultants see. The potential reasons are manyfold – old books, subject matter not of interest to current customers, crowded shelves that make it difficult to find what one is looking for, high and low shelves that are out of reach of some customers, and the list can go on.

One Consultant theory is that institutions of higher learning generate high library attendance and borrowing. LCPL may have catered to New Mexico State University faculty requests over the years, developing a collection with fewer popular items than typically found in public libraries.

Square Feet per Capita. The lack of library space can have an adverse impact on most everything a public library does. LCPL being in the lowest peer quartile in terms of square footage does not bode well for Las Cruces residents and their access to library programs and services.

Table 5.2
Where Las Cruces Public Libraries Ranked Above the Peer Median

	performance metric	*quartile*
1	Annual Number of Total Public Service Hours	Q3
2	Total FTE ALA-MLS Librarians	Q3
3	Total Paid FTE Employees	Q3
4	Total Collection Items per Capita	Q3
5	Total Annual Visits to Libraries	Q3
6	Reference Transactions per Capita	Q3
7	Percent of Population with Library Cards	Q3

Based on Institute of Museum & Library Services (IMLS) FY2019 statistics.
See Appendix 4.1 for detailed numbers for all 16 peer libraries.

Table 5.3
Where Las Cruces Public Libraries Ranked Below the Peer Median

	performance metric	*quartile*
1	Total Number of Print Materials in the Collection	Q2
2	Total Number of Library Programs Offered	Q2
3	Total Annual Circulation Transactions	Q2
4	Collection Turnover	Q2
5	Total Circulation per Capita	Q2
6	Number of Children's Library Programs	Q2
7	Total Revenue per Capita	Q2
8	**Square Feet per Capita**	**Q1**
9	Number of Public Computers per 2,000 Population	Q1
10	Local Government Revenue	Q1

Based on IMLS FY2019 statistics. See Table 5.2 above.

Public Computers. The ratio of LCPL's public computers per capita being the lowest among the peer group is possibly a direct example of how limited space available within the Library creates additional deficiencies. Computers for adult customers are currently in a separate space known as the Computer Lab, isolated from the remainder of the Library, and requiring a full-time staff attendant to supervise and provide customer assistance.

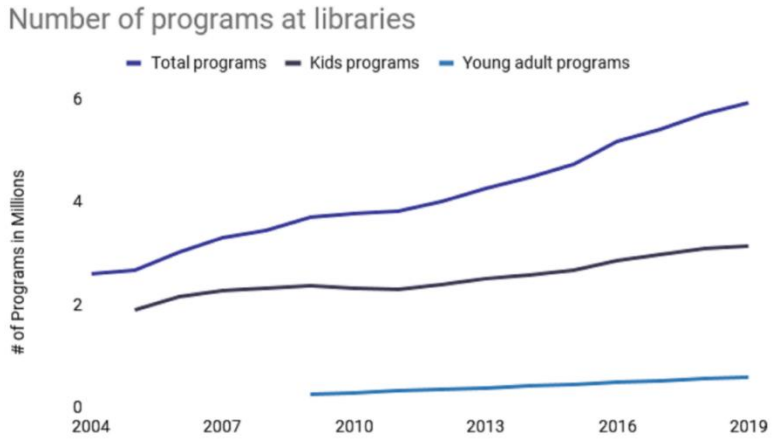
Previously located with the general collection of books, the computers were moved to their current location as a solution to accommodate additional shelving. And though it might be possible to add a few more computer workstations to the current space, infrastructure deficiencies in that space have made wiring more computers an expensive undertaking.

Library Programs Offered. The low total number of library programs and the corresponding number of children's library programs offered would appear to be a missed opportunity, as statistics show that higher numbers of programs tends to increase library visits, program attendance, and circulation of collection items, as cited in Section 2 of this Report and depicted in the graph in the upper righthand column of this page.

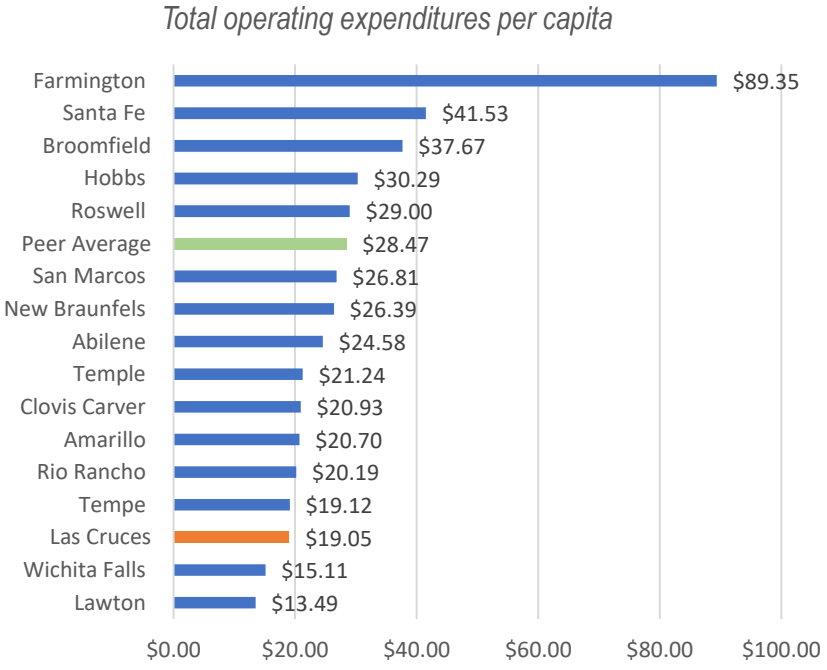
Low Total Revenue per Capita, as shown in the graph at right, is a direct result of the lowest Local Government Revenue among the peer group, which typically comprises around 95% of a public library budget.

For LCPL, local funds (85.7% of the total) are bolstered by private sector contributions of the Friends of the Thomas Branigan Memorial Library and multiple endowments bequeathed to the Library – in excess of 12% of the annual total – or almost three times as much as the next highest peer.

The Consultants are concerned that the City of Las Cruces is spending down the LCPL endowments when they should be protected, so they can grow in size through investment income that is shared with the Library. Besides, low spending on library services can have a negative impact on all aspects of a public library's operations.



Source: *State of U.S. Public Libraries – More Popular & Digital Than Ever,* February 17, 2022, by Nicholas Rizzo.



Other Strengths & Challenges Facing Las Cruces Public Libraries

The Peer Analysis in Section 4 of this Report shed light on particular areas of strength in LCPL operations, as well as illuminating areas of concern. On this and the following pages, the Consultants parse those strengths and challenges, including specific areas of inquiry stipulated in the contract for this project.

Library Technology & Future Needs

As in our modern American society in general, public libraries are undergoing a constant technological evolution – often faster than municipal budgets can accommodate.

To its credit, LCPL has been on a leading edge of technological adoption for public libraries – attaching to each item of the Library's physical collection with radio-frequency identification (RFID) tags – in what amounts to a toll tag for books. A means for inventory control, RFID has allowed LCPL to automate the checking-out and checking-in of borrowed books, media, etc., supporting customer self-service at check-out and greatly reducing human error at check-in by sorting books accurately and quickly getting them back on the shelves for customers.

Additional automation can improve the customer experience while streamlining staff workflow in LCPL facilities of the future.

Data Gathering & Analysis. One critical area that LCPL can benefit from would be in upping its game in gathering and, most importantly, analyzing customer usage data. A public library's integrated library system (ILS) can store an immense amount of information related to individual and family library cardholders.

An industry trend mentioned in Section 2 of this Report – open source ILS functionality – has the potential to assist LCPL in gathering data, while artificial intelligence (AI) has the potential to aid in analyzing that data. LCPL should consider adopting both innovations as they ripen in the marketplace. See Appendix 2.8 for a more in-depth discussion on data analytics for public libraries.

A rendering of the automated materials handling sorter planned for the future Branigan Library renovation – an expansion of the current sorter in use today. As items are returned through the return slot in the wall their RFID tag is read & the item is automatically checked back into the system. The conveyor belt recognizes an item on the belt then moves it along the conveyor line & sorts it into the appropriate bin for reshelving.

A glaring void in LCPL's collecting customer usage statistics has been in the use of the public Wi-Fi network. Of the 100 stats captured in the Peer Analysis, LCPL was one of five of the 16 peers not to collect the public's use of the Library's website. The Quality Of Life Department's FY2024 Strategic Business Plan cites important Program Outputs to be monitored to include the number of computer and Library database sessions/logins – so hopefully these stats will be captured in the near future, if not sooner.

Computer Networking & Maintenance. LCPL, with assistance from the City of Las Cruces' Information Technology Department, maintains its public computers and offers technology training classes.

The Consultants have used the LCPL Wi-Fi network on multiple occasions and have not experienced any problems.

Expenditures for Children's Collection Materials

A 'canary in the coal mine' statistic the Consultants uncovered revealed an anomaly in LCPL's service to children. The Peer Analysis did not capture statistics on expenditures for Children's collection materials, but it did show that LCPL ranked last in the peer group in Children's circulation per capita at 0.74 items (versus a peer average of 2.13, or roughly three times the amount of items circulated by LCPL).

The peer group average circulation of Children's items as a percentage of total circulation was 35.9%, compared with LCPL at 20.7%, again below the 5th percentile. Yet, LCPL's number of Children's programs as a percent of total programs was 47.6% (just above the peers' 25th percentile – barely into the second quartile) and LCPL's attendance at Children's programs as a percent of the total was 77.3% (just below the peers' third quartile). There is so much meaning behind these numbers – high program attendance but low circulation – the Consultants needed to dig deeper into these statistics by looking at the size of the Children's collection, which we did.

Possibly the most startling finding of the Peer Analysis was the proportionately small size of the Children's collection – only 27,209 items (20.1% of the total collection). It is not uncommon for a public library to hold almost as many Children's and Teen books as they do Adult collections. Though not conclusive, it seems logical that the small collection size contributes to the low circulation, hence, a perceived need to increase spending on Children's collection items. Popular and award-winning titles should be at the top of the list.

Expenditures for Bilingual Materials, Programs & Services

As of 2024, only 2.2 percent of LCPL's physical collection was in Spanish (split about 45% for children, 55% for adults). No other languages appear to be held in the Library's physical collection. As the demographics of Las Cruces presented in this Report highlight (see Section 1), 61.8% of the city's population identify as Hispanic or Latino. In 37.4% of Las Cruces homes a language other than English is spoken. As the Peer Analysis in Section 4 confirmed, LCPL is like the vast majority of U.S. public libraries – the majority of customers use the library to check out books and/or media. Therefore, a stronger Spanish collection should help form a foundation for attracting more customers to LCPL.

Equally important in attracting and retaining customers is the need for the staff of LCPL to mirror the make-up of Las Cruces – be it in language fluency, ethnicity, gender identification, or other characteristics. See a further discussion below on Diversity, Inclusion, and Accessibility.

General Fund Budget Resources Expended for Library Operations

As depicted in the graph in the lower righthand column of page 5.3, LCPL is near the bottom of the peer list in total operating expenditures per capita. This deficiency is likely the most important challenge for the City of Las Cruces to remedy.

Two crucial companion issues to total expenditures are: 1) the percentage of local government; and 2) the percentage other revenue sources for LCPL.

Percentage of Local Funds. Las Cruces was not only last in the percentage of local government revenue provided to its public library, but Las Cruces was also 11 percentage points below the peer average and almost eight points below the next lowest peer.

Thomas Branigan Memorial Library (TBML) has been at least partially funded privately since its inception in 1935. The Branigan bequest is designated for the purchasing of books.

A Library Foundation. In our nationwide experience, the Consultants see numerous examples of successful and thriving 501 (c) (3) library foundations that generously fund their public libraries. In the past, a TBML Foundation was formed but has ceased to exist for unknown reasons. Legal research may be needed to determine if an LCPL Foundation could legally take over the stewardship of the current LCPL bequests. Diversity of revenue sources is an important component for long-term sustainability of the LCPL system.

Ratio of Staff to Operate Recommended Hours & Services

Over the course of this study, there have been as many as 10 vacant positions at LCPL, making it difficult for the Consultants to accurately assess staffing patterns at the Branigan Library. Staffing patterns at the Munson and Sage Libraries are simple – only one staff person on duty for every hour open at both facilities.

Proposed Branch Library Staffing. The Consultants submitted a staffing pattern for a new prototype Branch Library for LCPL review. See Appendix 5.1 for the detailed prototype Branch Library staffing pattern, including estimated staff compensation for salaries and benefits. Yet, there are some glaring gaps in the administrative ranks of the LCPL organization chart.

Quality personnel have been added to the LCPL roster recently, including the current Library Director (official title: Quality of Life Deputy Director) and subsequent hirings. Still, there are a number of approved positions waiting to be filled – and the Consultants believe there are key positions that are missing from the current organization.

Organization of Library Personnel. Like any public library, LCPL is a service business, even if it operates for the public good and not for profit. It needs a typical corporate structure with all roles filled to operate effectively and fulfill its mission, goals, and objectives.

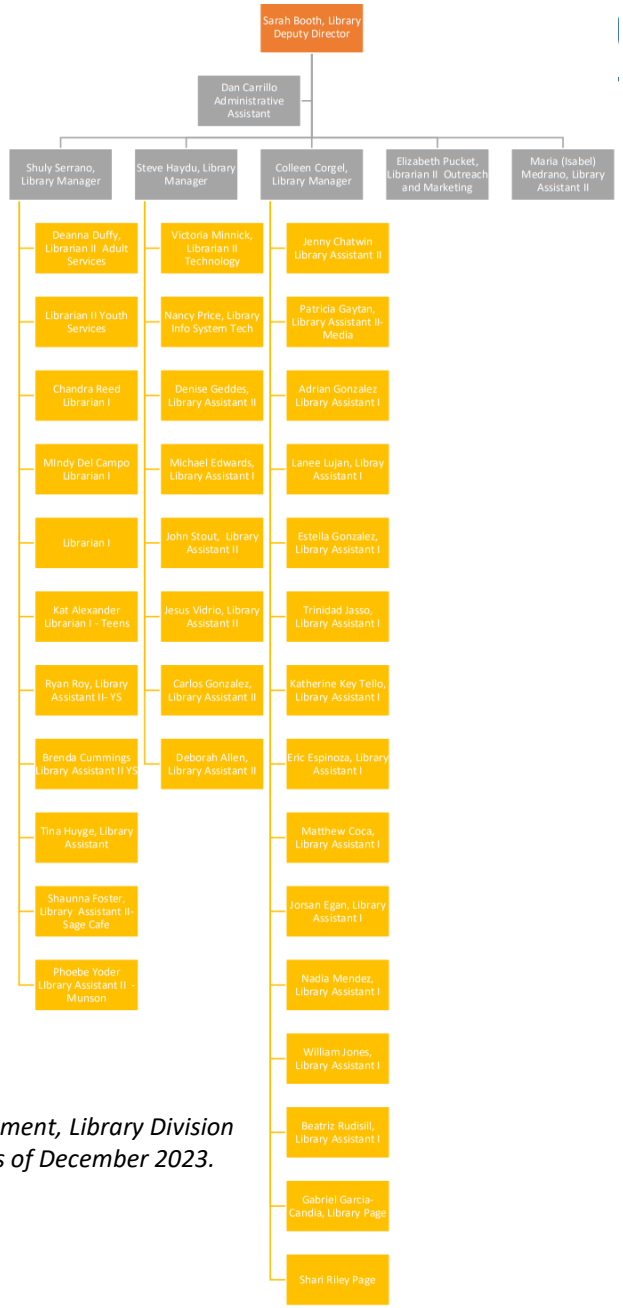
From the Consultants' perspective, the Library Director serves as Chief Executive Officer (CEO) and Chief Operations Officer (COO). The Administrative Assistant also serves as Chief Financial Officer (CFO) and Corporate Secretary. The Outreach Librarian also serves as Chief Marketing Officer (CMO). The currently vacant Technical Services Department head would also fill the role of Chief Information Officer (CIO). The current Information Systems Tech also serves as Chief Technology Officer (CTO). The role of Branigan Library Manager is unclear. There appears to be no designated LCPL staff person overseeing facilities planning and maintenance issues.

Once upon a time, there was an office in the Branigan Library designated for an Assistant Library Director. If LCPL is to grow and serve Las Cruces residents to its fullest potential, dual role-filling should be replaced with individuals trained and/or experienced in their respective roles and responsibilities.

Staff Recruitment

Since June of 2022, the Consultants have witnessed long delays in bringing new hires on board at LCPL. One potential reason for delay appears have been a disconnect between City of Las Cruces terminology for position titles and library industry terms. Librarians or library paraprofessionals seeking employment may not have recognized the job titles that were open in Las Cruces, resulting in fewer applicants. The Consultants have heard comments that job titles advertised fit City criteria (more than once termed as 'rigid' by current City personnel) and did not use common library industry parlance.'

Similarly, the process of vetting applicants was characterized by Las Cruces staff as being cumbersome and/or time consuming, further elongating the process required to fill open positions.



Quality of Life Department, Library Division Organization Chart as of December 2023.

Diversity, Inclusion & Accessibility

LCPL is further along with diversity in the personnel ranks than are many public libraries the Consultants have worked with in recent years, and programs and services offered reflect Las Cruces' demographics. However, there is still work to be done in these areas.

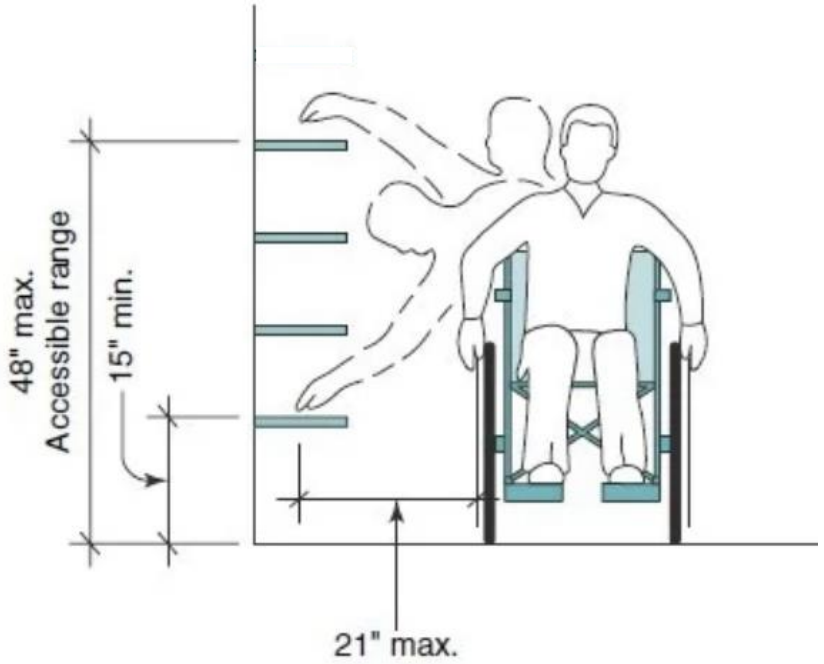
Reflecting the Community. LCPL employs Hispanic personnel, but not in proportion to the community at-large. Some staff members are fluent in Spanish, but other personnel rely on LCPL's promotional material and limited signage in Spanish to communicate with non-English-speakers.

Accessibility. LCPL has secured funding for the replacement of existing shelving. The accessible shelving is tentatively projected to be installed in late 2024 or early 2025. Old and damaged books currently held in the collection should be removed from the building – in a process informally termed 'weeding the collection' – before the new shelves can be filled.

Other public libraries that have reconfigured their shelves to be fully accessible to persons in wheelchairs have found that when collection items are within reach, they tend to circulate more frequently, increasing use of the collections significantly.

More of a facilities issue is the age of the Branigan Library, constructed well before current codes were in place, which make several aspects of the building design no longer code-compliant. Such remedies would come about in a building renovation and/or expansion. See Section 6: Facilities Analysis of this Report for details on future plans for Branigan.

Service Desks. The Branigan Library currently deploys four service desks in close proximity to each other, apparent remnants of days gone by. Each of the four desks are typically staffed during peak business hours. Personnel are figuratively tethered to the desks regardless of the number of customers in the building. It may be time to rethink this deployment of personnel, especially degreed Librarians.



Four shelves within reach require 66-inch high shelving units, compared with current 90-inch high shelving at the Branigan Library with seven shelves per unit.

Agenda Item #6.5.

Proposed Level of Service Standards

Against the backdrop of the issues discussed in this Section, the Consultants propose that the City of Las Cruces adopt the codified set of Level of Service (LOS) standards listed in Table 5.4. The Consultants commend these LOS measures as being within widely accepted industry best practice to serve as goals for future library performance.

The scenario envisioned is predicated on this set of inter-related variables facilitated by LCPL and the City as follows:

- LCPL's Square feet per capita increases with construction of a new Branch Library by 2029. Construction of additional new Libraries will be required to reach the goal of 1.00 by 2044.
- Total annual public service hours increase with the new Branch opening and closure of Munson and Sage Libraries by 2029.
- MLS staff, total staff, and staff expenditures increase to accommodate recent compensation study, fill new positions in 2025 and open the new Branch by 2029.
- Collection items and expenditures decrease in 2025 due to the new shelving installation, then increase by 2029.
- Operating expenditures gradually increase to fund staffing increases from 2025 to 2029.
- Circulation and collection turnover increase in 2025 due to new shelving, then again in 2029 due to an increased number of programs.
- Public computers increase slightly in 2025 due to a pilot project to loan laptops in-library, then increase by 2029 by adding self-service laptop dispensers.
- The percent of the population holding library cards, library visits, and program attendance increase in 2025 and again in 2029 due to the staffing and budget increases.

A significant funding increase can only do so much until there is a parallel increase in Library space – then the LCPL staff can do wonderful works for the residents of Las Cruces!

Table 5.4
Recommended Level of Service Standards
for Las Cruces Public Libraries

metric	*2019 Las Cruces*	***2025*** *Las Cruces*	***2029*** *Las Cruces*	***2044*** *Las Cruces*
Square feet per capita	0.41	*n/a*	*0.60*	*1.00*
Total annual public service hours	5,724	5,724	*6,864*	
MLS staff per 1,000 population	0.10	*0.12*	*0.18*	
Total staff per 1,000 population	0.36	*0.38*	*0.51*	
Staff expenditures per capita	$13.15	*$21.49*	*$29.66*	
Collection expenditures per capita	$3.15	*$3.00*	*$3.50*	
Operating expenditures per capita	$19.05	*$27.49*	*$36.16*	
Collection items per capita	3.75	*3.25*	*4.00*	
Circulation per capita	3.77	*4.00*	*6.50*	
Collection turnover	1.00	*1.25*	*2.00*	
Public computers per 2,000 population	0.57	*0.60*	*1.00*	
Percent of population with library cards	64.3%	*65.0%*	*70.0%*	
Library visits per capita	3.45	*4.00*	*6.00*	
Program attendance per capita	0.12	*0.15*	*0.30*	

All numbers indicate proposed future metrics for LCPL based on completion of all inter-related variables. 2029 dollar amounts may require adjustment due to future economic events.

Section 6: Facilities Analysis

Section 6 Facilities Analysis

It is commonly held – and logically so – that the demand for public library services is directly proportional to the number of residents in a given community. The need to accommodate both population growth and the associated need for library services in Las Cruces is cited in City Planning documents published in recent years:

- *City of Las Cruces New Mexico Strategic Plan 2021-2026,* March 5, 2021
- *Final Quality of Life Business Plan*: January 31, 2023.
- *2023 Annual Action Plan, City of Las Cruces* which states *". . . achieve sustainable growth through its Elevate Las Cruces Comprehensive Plan."*

Table 6.1 shows the twenty-year population projections for Las Cruces as published by the City of Las Cruces in its most recent Comprehensive Plan, *Elevate Las Cruces, Volume I,* adopted on February 18, 2020, and based on a 1.2% annual growth rate.

Gaps in Library Square Footage

Based on the level of service (LOS) standards proposed in Section 5, Table 6.1 also computes the gap in the City's current Library square footage shortfall, using the 1.0 square foot per capita standard. This gap will continue to grow as the population increases and the City plans new facilities to meet standards that match library space allocations in comparable cities. See Appendix 6.1 for population/space comparisons.

Table 6.1
Las Cruces Population Forecast & Library Space Deficits

year	*Las Cruces population projections*	*current library square footage*	*library space shortfall*
2020	**105,656**	**45,442**	**-60,214**
2023	109,431	45,742	-63,690
2024	**110,720**	**46,280**	**-64,439**
2025	112,023	46,280	-65,743
2026	113,342	46,280	-67,061
2027	114,676	46,280	-68,396
2028	116,026	46,280	-69,746
2029	**117,392**	**46,280**	**-71,111**
2030	118,773	46,280	-72,493
2031	120,172	46,280	-73,891
2032	121,586	46,280	-75,306
2033	123,017	46,280	-76,737
2034	**124,465**	**46,280**	**-78,185**
2035	125,931	46,280	-79,650
2036	127,413	46,280	-81,133
2037	128,913	46,280	-82,633
2038	130,430	46,280	-84,150
2039	**131,966**	**46,280**	**-85,685**
2040	133,519	46,280	-87,239
2041	135,091	46,280	-88,811
2042	136,681	46,280	-90,401
2043	138,290	46,280	-92,010
2044	**139,918**	**46,280**	**-93,638**
2045	141,565	46,280	-95,285
2046	143,231	46,280	-96,951
2047	144,917	46,280	-98,637
2048	146,623	46,280	-100,343
2049	**148,349**	**46,280**	**-102,069**
2050	150,095	46,280	-103,815
2054	**157,289**	**46,280**	**-111,008**

Common Library System Configurations

In the United States, the majority of public library systems would fall under one of four typical categories:

- ***Main Library + Branches.*** The most common configuration has the library headquarters co-located in a primary research library as the "main" or centrally located facility, serving as the system hub with smaller branches dispersed geographically.
- ***Branches + Administrative Service Center.*** A typology that recognizes that non-public service functions of support services and library administration may not need to occupy high value real estate, this alternative locates support functions centrally to the branch network in less expensive space than a modern library requires.
- ***Regional Library Hubs + Branches.*** Larger regional libraries serve as centralized operations centers in a multiple hub and spoke arrangement.
- ***One Library, Centrally Located.*** Rare but often effective where it is employed, some communities focus all of its resources on a single, large location.

The current Las Cruces Public Libraries system is considered a Main Library with Branches. Considerations in designing or reconfiguring a modern public library system include:

- ***Redundancy.*** Inevitably, operating multiple libraries will duplicate service offerings, personnel, and facilities from location to location. Such duplication increases operational costs. Conversely, redundancy allows for uninterrupted service access in the event one or more facilities need to shut down for whatever reason.
- ***Equitable Access.*** Ideally, libraries are located for ease of access to the greatest number of residents, regardless of the preferred mode of transportation.
- ***Full-Service Outlets.*** Facilities large enough to provide a full range of library services provide both equality of access and redundancy of service.

Value judgements must be made in weighing the costs against the benefits of community-wide library service.

One of the better examples of a single library system serving an automobile-oriented community of over 225,000 residents very well.
Frisco Public Library, Frisco, Texas.

Existing Las Cruces Library Facilities

The three libraries that comprise the network of Las Cruces Public Libraries in 2024 contribute space as follows:

- Thomas Branigan Memorial Library, a full-service library headquarters for Las Cruces, occupies two floors measuring at a total of 44,266 gross square feet.
- Munson Branch Library, occupies a small portion of the Munson Senior Center, estimated at 750 square feet.
- Sage Café Branch Library, occupies two rooms in the Sage Café Senior Center, estimated at 726 square feet.

The Branigan Library is open 64 hours over seven days per week. Both Branch Libraries are open limited weekly hours over five days, Mondays through Fridays. Sage Café Branch is open 25 hours per week and Munson is open 18 and 3/4 hours per week.

Branigan Library. Initially built in 1979, this structure was expanded four times in its first 32 years. The result is compartmentalized space that is disjointed. For example, much of the work space for personnel has been located in space available on the upper floor rather than near their designated public service areas on the ground floor. Designed before the advent of the personal computer, the space and infrastructure has been challenged in keeping up with technology and many library trends since.

One major challenge created by the original Branigan design is the split-level ground floor, which compromises the structure's ability to accommodate of shelving reconfigurations as collections ebb and flow with user demands.

Munson Library. In 2023, the Munson Branch expanded into a second room housing public -use computers. While helpful, the additional space does not make this location come close to accommodating a full complement of library services. The size, combined with the age of the facility and the location so close to the Branigan Library, yield the Munson location as not at all viable to house a future full-service Library.

GOAL CP-5: EDUCATION FOR ALL AGES

PROVIDE LEARNING OPPORTUNITIES THAT PROMOTE PERSONAL GROWTH AND ENRICH THE LIVES OF RESIDENTS OF ALL AGES.

POLICY CP-5.2: MAKE IMPROVEMENTS TO COMMUNITY RESOURCES SUCH AS LIBRARIES AND MUSEUMS AS THE CITY CONTINUES TO GROW AND DEMAND FOR SERVICES CHANGE.

- **Action CP-5.2.1:** Examine the possibility of expanding the Branigan Memorial Library, establishing branch locations, and co-locating services in order to meet the increasing and changing needs and demands.
- **Action CP-5.2.2:** Explore options for increased public and private funding to meet the growing and changing demand for library services.

Elevate Las Cruces *mentions libraries 13 times, including specific goals for Branigan & the growing demand for library services cited above.*

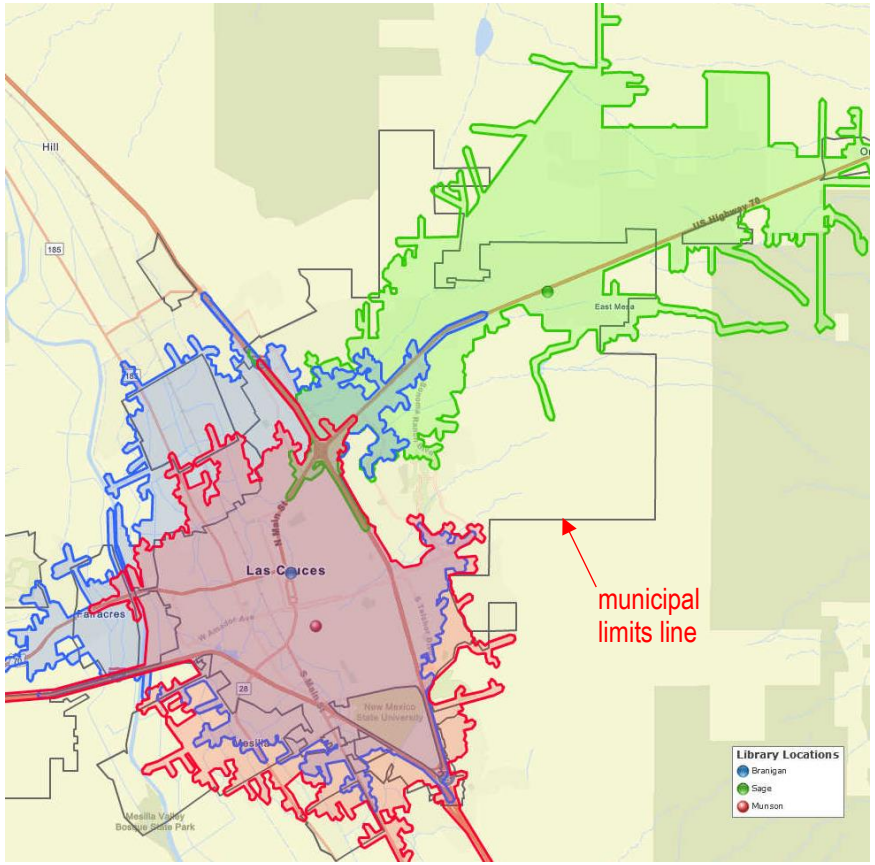
Volume I, pages 160-161 & 278-279

Sage Cafe Library. An expansion of the Sage Café Senior Center is scheduled for completion in late 2024 or early 2025. It is not clear if the project will allocate additional square footage to the Library. Regardless, the Sage Library would still be significantly smaller than a size required to accommodate a full set of services. So while the location is advantageous, the limited space suggests looking for a site in the area with the capacity to house a much larger Library.

Existing Library Locations. While the two Branch Libraries are quite small by national public library standards, they do provide some degree of service convenience for LCPL customers who reside closer to a Branch than to Branigan. The online survey of LCPL customers presented in Section 3 discovered that over 96% of respondents drive to their Las Cruces Library.

As noted above, there is a convenience factor that revolves around the proximity of libraries to resident users that must be balanced with the cost of operations. Elevate Las Cruces promotes alternative transportation modes of riding buses, biking, and walking. A five-minute drive time is a better tool in analyzing bicycle and foot traffic.

Munson provides very limited service in a location very redundant to the Branigan Library, so a better Library site in southern Las Cruces might prove advantageous. See Section 7 of this Report for a discussion on future LCPL service outlet options.



Map depicting 10-minute drive-time boundaries around each of the three existing Las Cruces Public Libraries (Branigan = blue, Munson = red & Sage = green). Municipal (city) limits are indicated by the black line.

Drive times are based on the existing street network in Las Cruces, circa 2024.

Future Library Facilities

Table 6.1 calculates a need to add 93,638 square feet in 20 years (by 2044), adding approximately two times the current space. In 30 years, the need is for an additional 111,008 square feet, or a library system three and one-half times the current size.

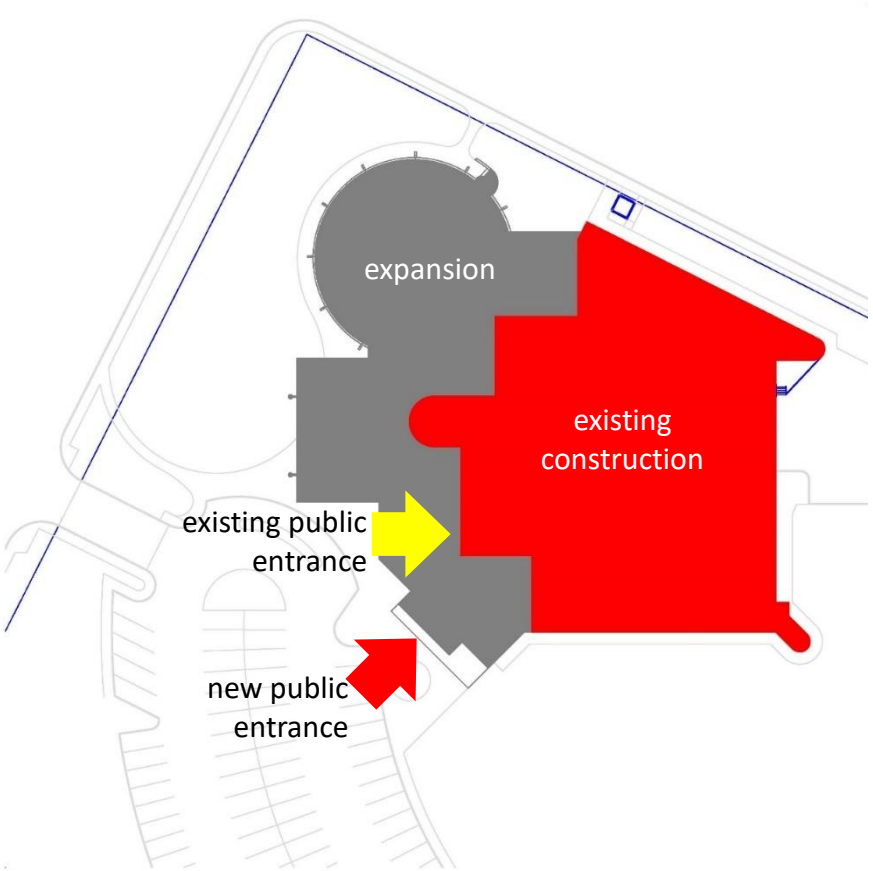
Prototype Branch Library Space Needs. In planning for the future of LCPL, the Consultants met with Library staff to brainstorm future needs for library space in Las Cruces. Space needs were defined based on the quantification of the furniture and equipment required for each functional component of a modern public library. The result was a need for 34,573 gross square feet to house a full-service branch library.

Branigan Library Space Needs. Using the same process, the Consultants established future space requirements for Branigan, to accommodate modern public library functionality. Next, the Consultants facilitated an on on-site charrette to investigate the possibilities of expanding the current Branigan Library.

One conclusion of the charrette was the ability to add 21,650 square feet over three levels of existing construction, resulting in a total building capacity of 65,916 square feet on the current site. Such an expansion would also include renovation of all existing spaces, yielding a totally updated facility that would remain the LCPL system headquarters.

Such a renovation/expansion would allow the City of Las Cruces to optimize use of this existing resource, thereby reducing the project cost when compared to an all new construction option. The location is well-known within the community and the Library serves as an anchor at the northern end of the downtown Las Cruces district. Easy access to Highway 70 facilitates movement of deliveries from Branigan throughout Las Cruces.

See Appendix 6.2 for additional details on the space requirements for both a new prototype Branch Library and for the renovation and expansion of Branigan. See Appendix 6.3 for calculations and space diagrams depicting renovation and expansion concepts for the Branigan Library.



The diagram above depicts the proposed expansion (gray) to the existing Branigan Library footprint (red).

The expansion would include space for a new meeting room complex, a new children's library space & a new public entrance oriented for convenient access from more parking spaces than the current entrance. No parking would be lost in this expansion option.

Library System Configuration & Operational Costs

As previously discussed, the cost to operate an expanded LCPL system is a primary determinant in planning the size and number of future facilities. But cost must be balanced with convenient and equitable access by all users via full service – in facilities potentially ranging in size between 25,000 to 35,000 square feet each. To be equitable, all branches should be the same size, yet adaptable to host the particular needs of the community served by the given location.

Branch Library Operational Costs. The Consultants presented LCPL staff with a branch library staffing pattern/cost model for a new Prototype Branch Library, based upon past experience with numerous similar public library systems across the U.S.

It is important to note that library staffing requirements are not proportional to square footage, but rather, dependent upon the design and layout of the spaces being supervised, i.e. more open space is easier to supervise than compartmentalized spaces. Therefore, this staffing pattern is based on a new modern library design with the attributes outlined on pages 2.1 and 2.2 in Section 2 of this Report, supporting 64 open hours per week, at a projected cost of $782,880 annually in 2024 dollars. See Appendix 5.1 for the details of the staffing pattern for a new prototype Branch Library.

System Options. In order to explore viable options for a future LCPL system, the Consultants plotted multiple alternatives to reach the LOS standard for library space as tabulated on page 6.1 of this Section:

- A 3-library network that meets space demand in 15 years (2039).
- 4-library networks that meet demand in 20, 25 or 29 years.
- 5-library networks covering 22 and 23 years.
- A 6-library network, viable if there is a political need for a Branch in every City Council District.

Options include a mixture of a renovated/expanded Branigan facility – or only renovation – with Branches ranging in standard sizes from 20,000 to 35,000 square feet. See Table 6.2 in the righthand column for details. Projected annual operating costs are forecasted in Section 7 and are dependent upon the number of facilities.

Table 6.2
Renovated Branigan Central Library System

no. of libraries	*branch size in square feet*	*Branigan square feet*	*total system square feet*	*year of deficit*
4	35,000	44,266	149,266	25 years (2049)
5	25,000	44,266	144,266	22 years (2046)
6	20,000	44,266	144,266	22 years (2046)

Expanded & Renovated Branigan Central Library System

no. of libraries	*branch size in square feet*	*Branigan square feet*	*total system square feet*	*year of deficit*
3	35,000	63,348	133,348	15 years (2039)
4	30,000	63,348	153,348	29 years (2053)
4	25,000	63,348	138,348	20 years (2044)
5	20,000	63,348	143,348	23 years (2047)

Notes:
1. Number of libraries = Branigan + number of branches.
2. Year of deficit = the year library space falls below 1.0 square feet per capita.
3. Number of years are calculated from 2024 to year of deficit.
4. A 20,000 square foot Branch Library may be too small to be full-service.

Section 7: Future Library Network

Section 7 Future Library Network

Las Cruces is a Livable Community. We invest in the services, amenities, and economic environment that provide our residents with feasible options to live, work, and play in Las Cruces regardless of personal means or stage in life. We improve our residents' daily quality of life by increasing access to careers, multiple transportation options, recreational and cultural amenities, and diverse housing types.

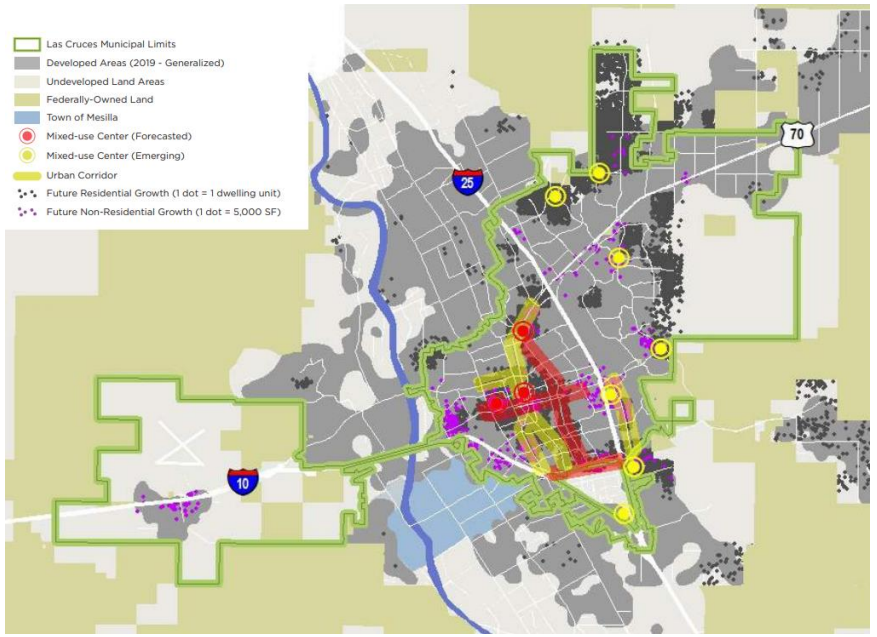
Extensive input & effort went into developing the Planning Framework for the future of Las Cruces. Above is one of its seven Vision Statements, Volume I: Elevate Las Cruces, page 19-20.

Having established Las Cruces Public Library (LCPL) space needs in Section 6, the next step is to determine the best configuration of LCPL locations. Three goals drive this portion of the Master Plan process:

- Identity areas unserved or underserved by current libraries.
- Determine the best reconfiguration of Las Cruces Library locations by identifying new locations that would strategically broaden the reach of Library services to the greatest number of residents.
- Incorporate current city planning into the process by including goals enumerated in *Elevate Las Cruces* such as land use guidelines, alternative modes of transportation: bus, biking, walking, etc.

Additional considerations that should be folded into the process of locating new Library facilities:

- Planning must forecast long-term conditions beyond the City's current municipal limits.
- The cost to operate the Library system should be a primary decision-driver – balanced with convenient, equitable access by users.
- Redundancy of resources in any public library system is inevitable, be it duplicate coverage, facilities, personnel, etc.
- NMSU students, faculty, and staff are all potential LCPL users so the campus should fall within a Branch Library service area.



The outcome of a scenario planning process for the future of Las Cruces. See Figure 1.8, Future Development Map, Volume I: Elevate Las Cruces, page 17.

Areas of the City Within Reach of County Libraries

The Consultants were tasked with identifying areas of the city in proximity to libraries in neighboring communities that might serve Las Cruces – in order to avoid duplication of service areas. Research found there are only two other public libraries in Doña Ana County in addition to Las Cruces:

- City of Anthony Public Library is 26 miles from downtown Las Cruces.
- Hatch Public Library is 40 miles from downtown Las Cruces.

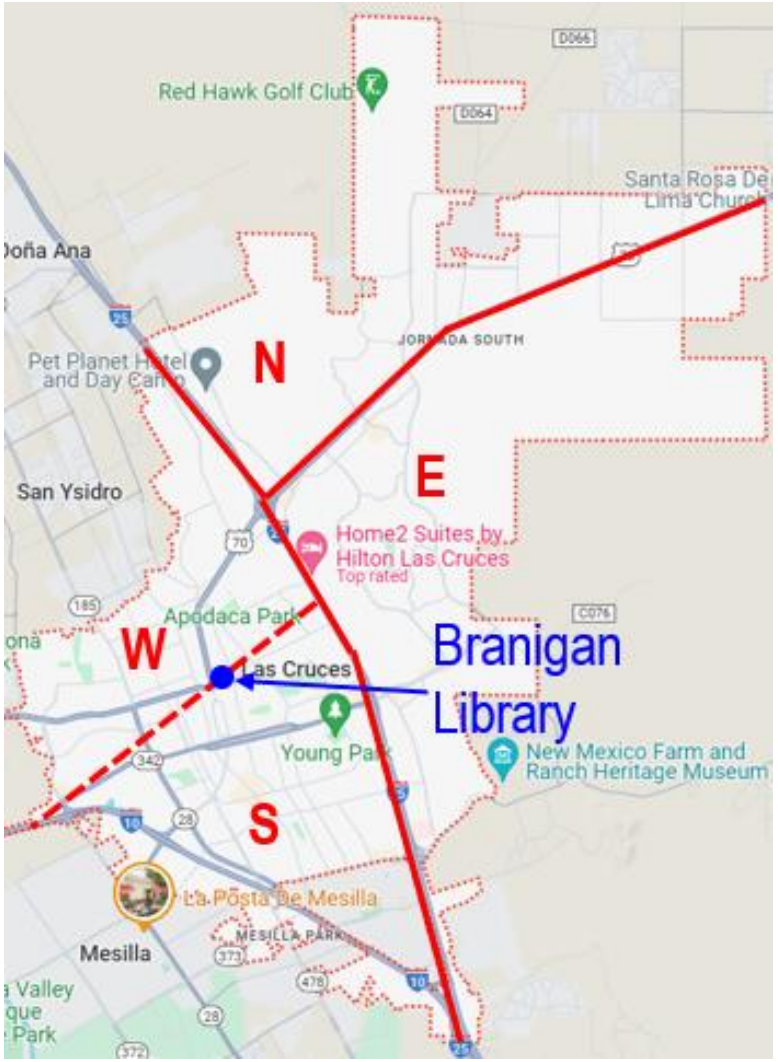
Libraries at New Mexico State University are not open to the public.

Identification of Unserved/Underserved Areas

The Consultants were also charged with identifying areas of the city not currently served by Las Cruces Public Libraries. In several studies similar to this Master Plan, the Consultants asked library customers' opinions on the maximum time they prefer to drive to their library. Responses have routinely topped out at ten minutes, indicating a factor of convenience that determines their preferred library's service area.

The Consultants recognize that rivers, arroyos, and mountain ranges create natural barriers to vehicular travel. Similarly, man-made barriers created by vehicular highways (Interstate 10 and 25, U.S. 70) must be accounted for, in how they affect transportation travel across Las Cruces. These highways create geographic sectors within the city's municipal limits and beyond, which the Consultants diagram in the map at right as North (N), East (E), South (S), and West (W) quadrants. The West-South dividing line is somewhat arbitrary but is designed to run through the center of the Branigan Library location – Las Cruces' Central Library, so Branigan is not located in any one quadrant. Another intent of the location of the West-South dividing line is to balance the land areas between quadrants as equally as possible.

Geographic Data Mapping. The Consultants enlisted the assistance of the City of Las Cruces's Geographic Information Systems (GIS) Division to better understand the distribution of LCPL cardholders in and around Las Cruces – and to plan for future public libraries within the city – based upon where residents live relative to Library facilities.



Map depicting the four major geographic quadrants of Las Cruses – North, East, South & West – as defined by Interstate Highways 10 & 25 along with U.S. Highway 70. The dividing line between West & South is arbitrary, intended to run through the Branigan Library as the Central Library & system headquarters.

Drive-Time Service Area Analysis. This task began by GIS mapping the locations of LCPL cardholder household addresses relative to the three existing Library locations. Based on the existing street network, GIS mapped five- and ten-minute drive time boundaries around the three LCPL locations to define the time to get to each library from home or work, considering speed limits, road types, road length, time of day, and other factors. Identifying the number LCPL cardholders living within these driving time boundaries reveals a convenience factor of library usage.

Geographic Coverage. This Drive-Time Analysis shows geographic coverage used to delineate the service areas of all existing and new facilities, relative to locations of LCPL cardholder households. Of particular interest to the Consultants are the overlaps in drive-time polygons – indicating potential redundancy of service, as well as the gaps between polygons – indicating potentially underserved areas of the City. See full-page maps in Appendix 7.1 depicting the locations of the current LCPL cardholders and current and future LCPL Service Areas.

In reviewing the GIS mapping of Las Cruces's public libraries, the Consultants were able to analyze how well LCPL's current system of three locations covered the Las Cruces municipal limits within a convenient driving time on the map at right.

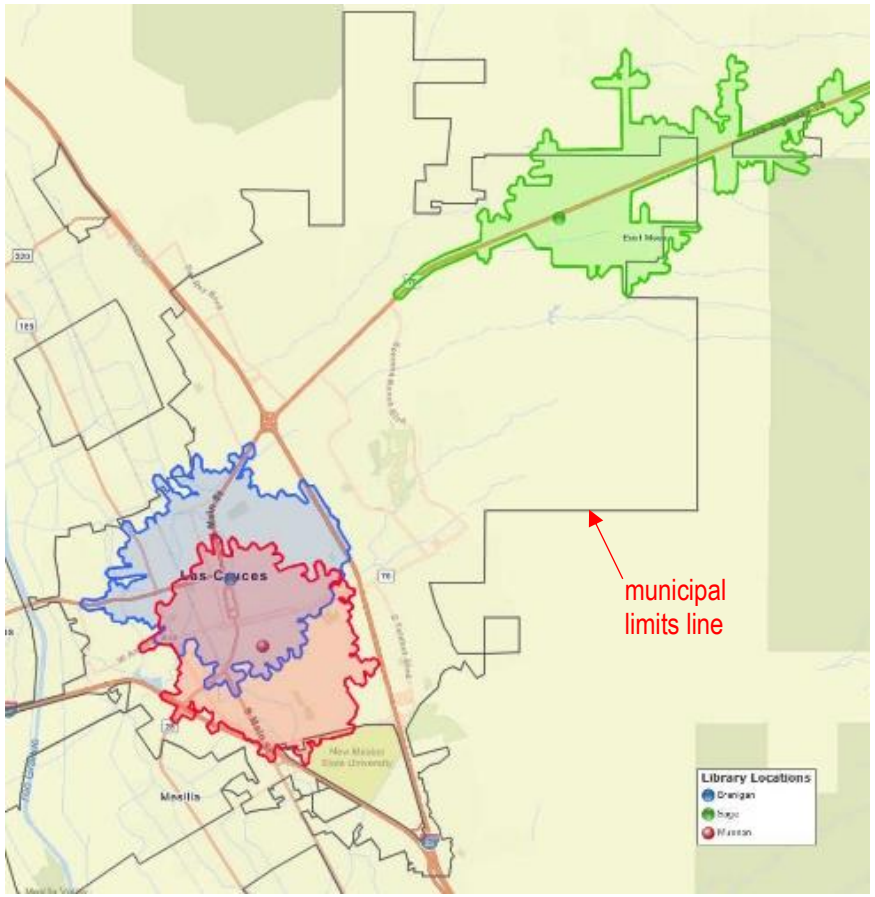
Correlating driving time to riding a bicycle and walking, here are widely accepted parameters of average speeds per mode of transportation:

Average in-town automobile speed:	24 to 26 miles per hour.
Average biking speed:	12.5 miles per hour.
Average walking speed:	3 miles per hour.

For calculation purposes, biking takes about twice as long as driving and walking takes about four times as long as biking. So, the 5-minute drive time boundary equates to a 10-minute bike trip and a 40-minute walk, maximum. Hence, there are several neighborhoods in Las Cruces that are not within convenient walking distance of an existing Library. Add in the highways crisscrossing Las Cruces that create barriers to walking and biking then it is no wonder most residents drive to their LCPL location.

Table 7
Equivalent Transportation Travel-Time Comparisons

mode	*average speed*	*equivalent durations*	
Driving	24-26 mph	5 minutes	10 minutes
Biking	12.5 mph	10 minutes	20 minutes
Walking	3 mph	40 minutes	80 minutes



Map depicting 5-minute drive-time boundaries around each of the three existing Las Cruces Public Libraries (Branigan = blue, Munson = red & Sage = green). The 5 minute drive time areas reveal gaps between locations where driving becomes the more likely mode of transportation to a given LCPL facility. Drive times are based on the existing street network in Las Cruces, circa 2024.

Existing Library Locations. In an effort to better understand convenient access, the map at right depicts a ten-minute drive time boundary around each of the three existing locations. These three ten-minute drive times cover a significant portion of the municipal limits. There is significant overlap between the Branigan (blue) and Munson (red) Library service areas but minimal duplication between Branigan and Sage (green). Still, significant coverage gaps exist in all sectors of Las Cruces city limits.

The Branigan Library has an excellent location for a central headquarters Library, near U.S. Highway 70, which provides ease of access to most of Las Cruces. The Sage Branch also has easy access to U.S. 70. Munson is so close to Branigan it creates significant redundancy in coverage.

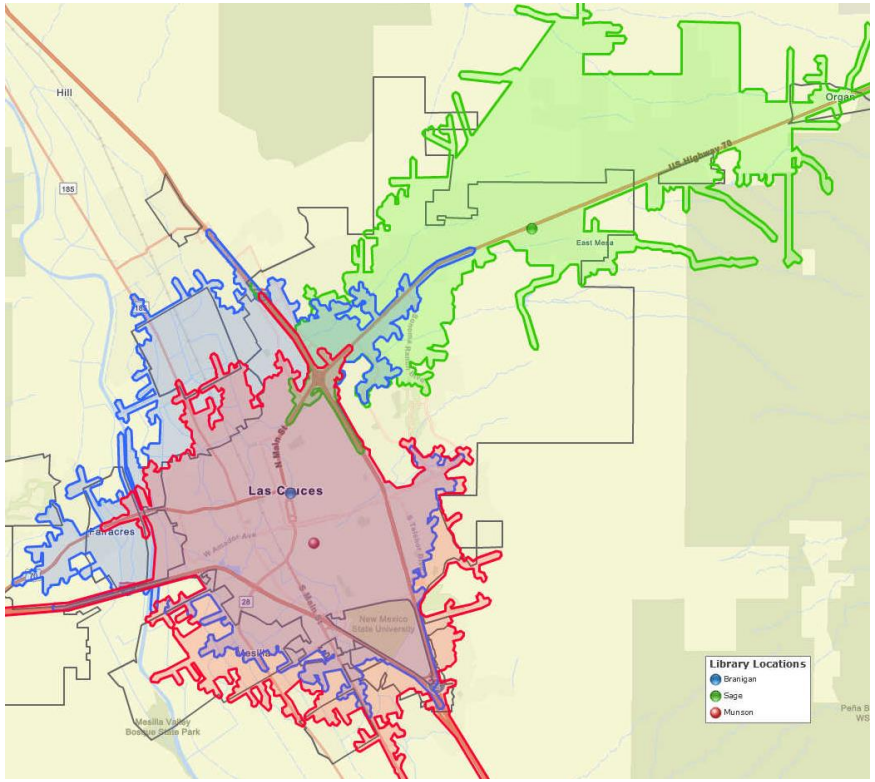
Unserved & Underserved City Areas. From the observations of the Consultants, areas of the city that need or would benefit from library services and are outside of 10-minute drive time coverage are limited but include:

- The far southern portion of East Quadrant, around the Memorial Medical Center, Centennial High School, and homes in and around the Sonoma Ranch Golf Course in the East Quadrant.
- The northern extremes of the North Quadrant.

The Consultants maintain that to ensure equitable access to Library services for all residents, all LCPL outlets should provide a full complement of services. This stipulation dictates a network of bricks and mortar branch libraries ranging from a minimum of 20,000 square feet to 35,000 square foot outlets.

Consultant observations from this drive-time analysis include:

- The vast majority of Library users drive to their preferred location, so, drive time measures a level of convenience.
- Existing locations cover the current city limits within a 10-minute drive.
- *Elevate Las Cruces* promotes buses, biking, and walking.
- A 5-minute drive time accounts for walking and biking while revealing gaps and overlaps in convenient geographic system coverage.
- The existing Munson Library provides very limited service in a redundant location, so a better south Library location is desirable.



Map depicting 10-minute drive-time boundaries around each of the three existing Las Cruces Public Libraries (Branigan = blue, Munson = red & Sage = green).

Drive times are based on the existing street network in Las Cruces, circa 2024.

Viable Configurations of Las Cruces Library Locations

Building upon the definition of long-term space needs in Section 6, the Consultants analyzed alternative Library System configurations to meet those needs. The primary goal is to determine Library locations that will strategically deliver library services conveniently to the most residents. Importantly, the cost to operate the Library system is a primary driver that must be balanced with convenient, equitable access by users.

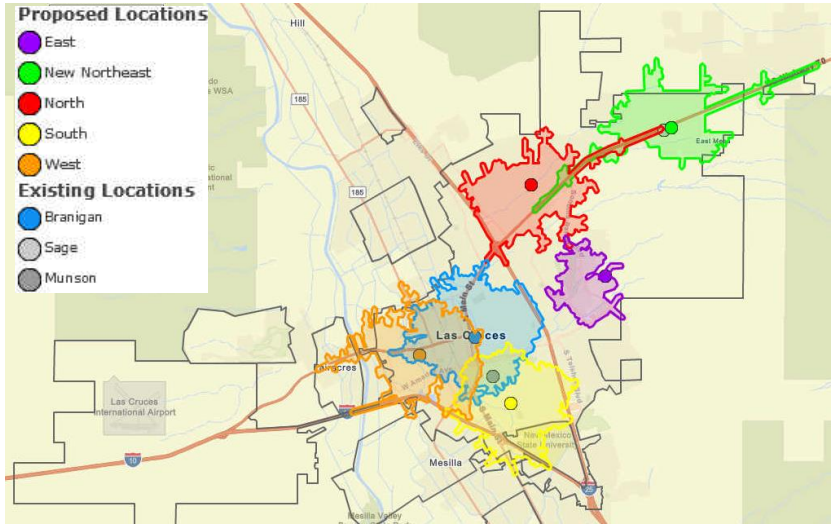
On this and the following pages, the Consultants propose a variety of Las Cruces Public Library networks that seek to maximize library coverage of the current municipal limits, mostly within 5-minute drive times, in hopes of promoting bicycle and foot traffic to and from Libraries. Generic options for LCPL's future include:

- A six-library system that attempts complete city coverage within 5-minute drive time with at least one outlet in each Council district, providing the best coverage but at the highest staffing cost.
- A five-library system, with the second highest staffing cost, less overlaps, and larger gaps than the six-library system.
- Four-library system options, balancing operations costs with coverage – with even less staff cost, less overlap, and larger gaps.
- A three-library system that relies on 10-minute drive time coverage thereby leaving fewer residents within walking or biking distance of a Library.

Each proposed LCPL network is predicated on relinquishing library space in the Munson and Sage Café Senior Centers while constructing a new full-service Northeast Branch adjacent to the East Mesa Pool and Park.

Six-Library System. This system would be implemented over a 22-year timeframe, completed by 2046. Five 20,000 square foot single-story libraries and associated parking would be constructed – in addition to the renovated Branigan Library. While an attempt was made to locate a Library in each Councilmember District, the need for geographic coverage resulted in two new Branch Libraries in District 6 and none in District 3.

Total library space 144,266 square feet.
Total annual Branch Library staffing costs: $3,914,400.



As depicted, this six-library network overserves the West & South quadrants of Las Cruces but underserves the North & East quadrants – partially due to a street network that is not fully developed in much of the East & the northern extremes.

Adequate Land for New Libraries. The City of Las Cruces should look to set aside adequate land in strategic locations for accommodate future public library facilities. The Consultants recommend that all new library construction be single-story. It then follows that in order to accommodate adequate parking, landscaping, firetruck access, and zoning setbacks, any new full-service library site needs four square feet of land for every one square foot of building (4:1 ratio of land to building).

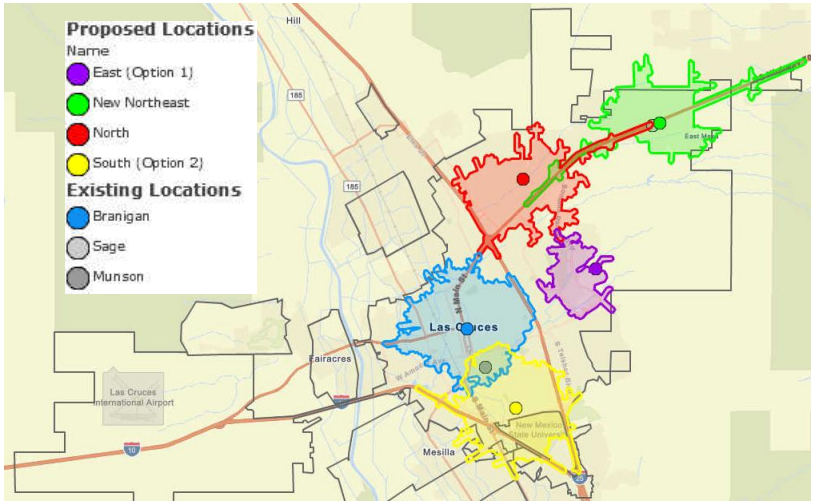
The selection of the locations depicted relied on parcels in each quadrant that appear to be of sufficient size to accommodate a prototypical Branch Library, such as the proposed new South Branch Library, located at Frenger Park, with an approximate land area of 485,000 square feet.

Five-Library System. This system would be implemented over a 22-year timeframe, completed by 2046. It includes four 25,000 square foot single-story libraries and associated parking – along with the renovated Branigan Library option.

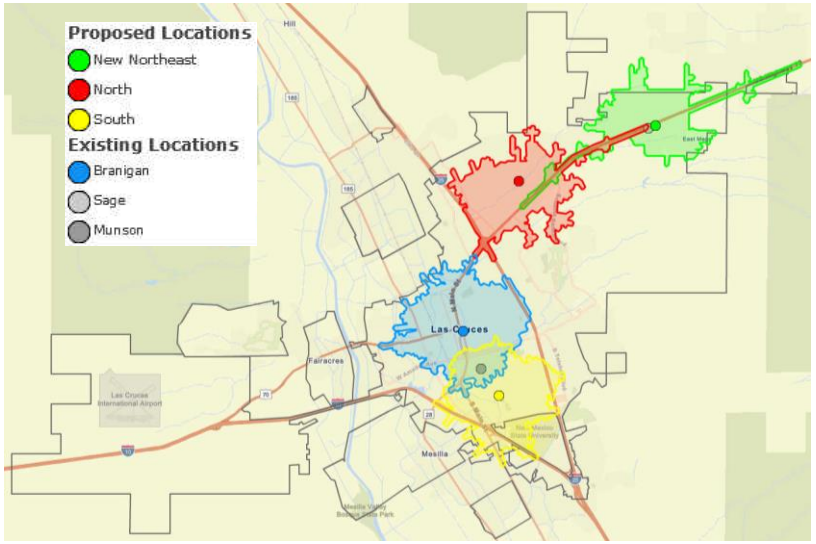
Total library space 144,266 square feet.
Total annual Branch Library staffing costs: $3,131,520

Four-Library System, Option 1. This four-facility system would be implemented over a 20-year timeframe, completed by 2044. It includes three 25,000 square foot single-story libraries and associated parking – along with the expanded and renovated Branigan Library option.

Total library space 138,348 square feet.
Total annual Branch Library staffing costs: $2,348,640.



Similar to the 6 Library option, this concept eliminates the West Branch due to its overlap with the Branigan service area.



Again eliminating another Branch (East) due to its smaller service area.

Four-Library System, Option 2. This four-facility system would be implemented over a 25-year timeframe, completed by 2049. Three 35,000 square foot single-story libraries and associated parking would be constructed – along with the renovated Branigan Library.

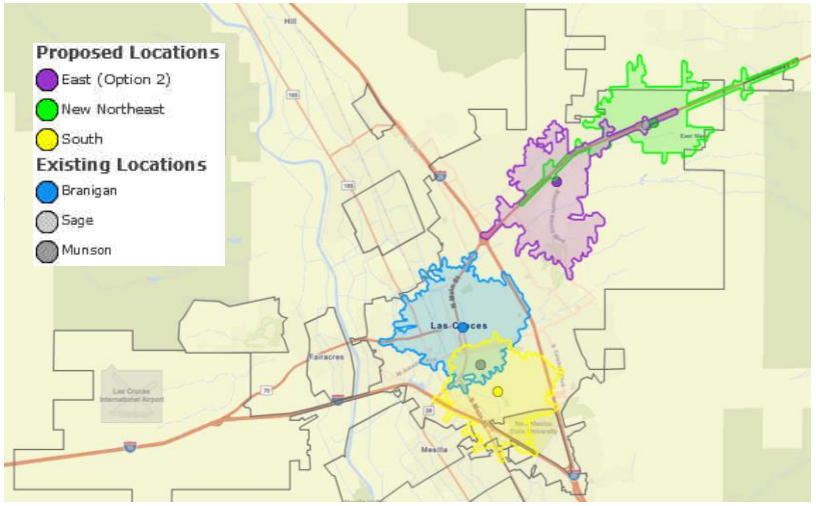
Total library space 149,266 square feet.
Total annual Branch Library staffing costs: $2,348,640.

Three-Library System. This system would culminate by 2039 – a 15-year timeframe – and includes two 35,000 square foot single-story libraries with parking – along with the expanded and renovated Branigan Library option. Geographic coverage is based upon a 10-minute drive time, as this concepts greatly reduces walkable locations for many residents. A fourth 35,000 square foot single-story library would provide the space to maintain the 1.0 square foot per capita standard for an additional 20 years of population growth, to 2059.

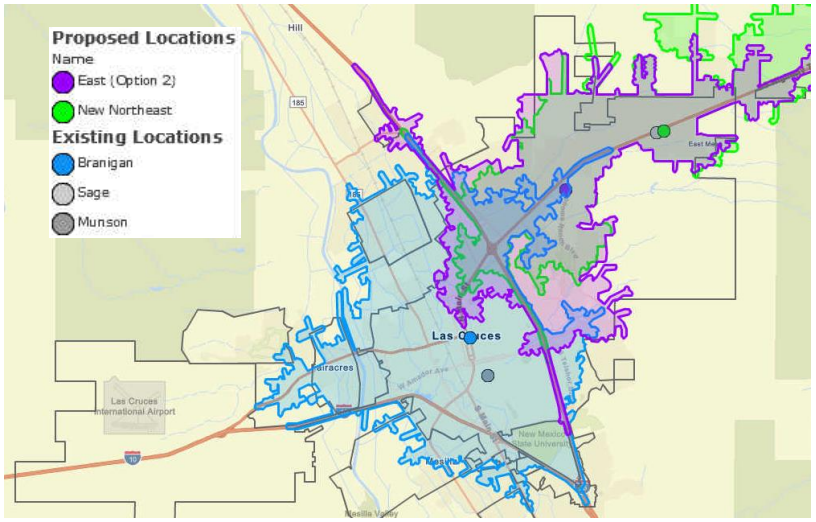
Total library space 133,348 square feet.
Total annual Branch Library staffing costs: $1,565,760.

Geographic coverage using 10-minute drive times does favor potential Library locations on or near a Roadrunner Transit stop. Any current limitations to mass transit in Las Cruces should eventually be remedied as the population grows and the cost of mass transit recedes.

Branigan Library operations cost would likely exceed $2 million by 2025, which includes the systemwide burden of Administrative and Support Services staff. Regardless, the cost to operate the central Branigan Library would be identical for each scenario proposed above. In 2024 dollars, the annual cost to staff each prototype Branch Library would be approximately $783,000, regardless of square footage.



Another 4-Library option but with an East Branch location with a larger service area. This option maintains the 5-minute service area, but with larger gaps between Libraries.



This 3-Library option relies on larger 10-minute drive time service areas to gain adequate coverage of Las Cruces with only three service outlets. This location for an East Branch closely matches the majority of the Northeast service area, suggesting the possibility of a 2-Library system.

Section 8: Recommendations

Section 8 Recommendations

When hired for this project, Godfrey's Associates, Inc. (the Consultants) were tasked with the over-arching effort to recommend attainable goals, objectives and policies that articulate a clear roadmap to guide public library services and facilities in Las Cruces. The outcome was to include options for improvements using a phased, multi-year approach over a 5-, 10- and 20-year implementation schedule that would include:

- Recommendations for overall Library services and programming, staffing, and operating hours.
- A facilities plan for renovation, expansion, and/or acquisition and development of any necessary land or space for existing and/or new libraries, including capital repair/maintenance and replacement schedules.
- Budgetary strategies and priorities for support for short-term (5 years), mid-term (10 years), and long-term (20 years) sustainability and planned growth of the overall Library system, inclusive of alternate funding mechanisms for consideration.

This Section of the Master Plan Report recommends the steps LCPL will need to take to follow the roadmap for most efficiently serving the community. This roadmap will also leverage past and future Las Cruces investments, in order to provide the greatest return on those investments.

Overview of Level of Service Standards Recommendations

In Section 5 of this Report (Table 5.4), the Consultants proposed that the City of Las Cruces adopt the codified set of widely accepted industry best practice Level of Service (LOS) standards listed below. These standards reveal strengths and challenges for Las Cruces in coming years. These LOS measures will also serve as the primary goals for future library performance. The primary utility for each is summarized below:

Library Facilities

- ***Square feet per capita.*** Addressing the current lack of space will realize positive effects in almost all aspects of LCPL operations. Decades of investment in Branigan Library should be leveraged to renovate and expand that facility as system headquarters. The Consultants recommend adding satellite branches in locations that provide the most convenience to greatest number of Las Cruces residents to reach 1.0 square foot per capita within 20 years (by 2044 or before).

Library Access & Customers

- ***Total annual public service hours.*** A current strength with capacity for marginal increases, extending accessibility and convenience to more customers should always be a priority. Unstaffed after-hours access to a limited cadre of library services will extend accessibility and convenience even more. The goal is to increase the current 5,724 annual hours open to 6,864 annual hours open by 2029.
- ***Percent of population with library cards.*** A deficiency that is a sign of a marketing challenge, recommended improvements – once made – will provide impetus for promoting libraries and attracting more users. Reinforcing current outreach services will also bolster the ranks of LCPL cardholders. The recommended goal is to increase from the pre-Covid (2019) percentage of 64.3 to 70.0% by 2029.
- ***Library visits per capita.*** Another marketing challenge, this metric should take care of itself as other improvements come on line. The recommendation is to increase from 3.45 visits pre-Covid to 6.00 annual visits by 2029.

Library Staffing

- ***Total staff per 1,000 population.*** The quantity of personnel is only slightly behind the curve while operating only one full-service facility (Branigan Library). Adding more full-service outlets will require additional staff. We recommend an increase from 0.36 staff per 1,000 population pre-Covid (2019) to 0.51 by 2029, when a new Branch Library is opened.
- ***MLS Librarian staff per 1,000 population.*** The quality of the current roster is strong, though slightly behind the quantity curve. An increase will allow better and more convenient service as the library system expands. The recommended goal is to increase from 0.10 Librarians per 1,000 population pre-Covid to 0.18 by 2029.

Library Collections

- ***Collection items per capita.*** Rectifying deficiencies in the Teen collection and a significant shortfall in Children's items should help increase circulation, turnover, and visits to the Library by customers of all ages. Simultaneously eliminating obsolete, old, worn books will make current and relevant items easier to find, helping to increase usage. This goal recommends LCPL increase the pre-Covid 3.75 items per capita to 4.00 items by 2029.
- ***Circulation per capita.*** This is another strength – yet another opportunity for increased usage though improved access from lower shelving with wider aisles – as well as purchasing items that customers demand. We recommend increasing circulation from 3.77 items per capita annually in 2019 to 6.50 items by 2029.
- ***Collection turnover.*** A natural byproduct of right-sized, accessible collections, this metric should take care of itself as other improvements are implemented. The recommended goal is to increase the average use of each item in the collection from 1.00 items checked-out annually pre-Covid to 2.00 collection items checked-out annually by 2029.

Recommended Level of Service Standards
for Las Cruces Public Libraries

metric	*2019*	***2025***	***2029***
Total staff per 1,000 population	0.36	*0.38*	*0.51*
MLS staff per 1,000 population	0.10	*0.12*	*0.18*
Collection items per capita	3.75	*3.25*	*4.00*
Circulation per capita	3.77	*4.00*	*6.50*
Collection turnover	1.00	*1.25*	*2.00*

Other Library Programs & Services

- ***Public computers per 2,000 population.*** The industry is trending away from this standard so adding laptops instead of desktop units will save money while increasing flexibility of computer use within library buildings. Space should be converted from some single-seat computer stations to collaborative stations that can be used by two or more people for individual and group training. The goal is to increase the 0.57 units per 2,000 population pre-Covid to 1.00 units by 2029.
- ***Program attendance per capita.*** Simultaneously, an age-specific strength and challenge in the aggregate, attracting more teens and adults should be a priority while maintaining high current attendance at the always important programs for children. The goal is to increase attendance of 0.12 per capita annually in 2019 to 0.30 by 2029.

Library Budgeting

- ***Staff expenditures per capita.*** The expansion of the LCPL system into multiple full-service locations will inevitably create redundancies in personnel. But this investment will provide competitive wages that attract and retain high quality employees who are already highly regarded by the community. The goal is to increase the annual 2019 expenditure for staff per capita by $16.51, to $29.66 by 2029.
- ***Collection expenditures per capita.*** As alluded to above, the benefits of investing in targeted collections will be an increase in usage – thereby, a more informed and better educated community coming to well-appointed facilities. This goal is to increase collection expenditures from $3.15 per capita pre-Covid to $3.50 by 2029.
- ***Total operating expenditures per capita.*** Along with stabilizing "Other" expenditures, the sum of the two variables above demonstrate the need to increase library funding, potentially via diversification of LCPL revenue streams. The recommended goal is to increase expenditures from $19.05 pre-Covid to $36.16 by 2029.

These recommended investments are projected to return $4.64 according to the Texas ROI study (see Appendix 8.1)– while improving the quality of life for thousands of Las Cruces residents and visitors.

Recommended Level of Service Standards
for Las Cruces Public Libraries

metric	*2019*	***2025***	***2029***
Public computers per 2,000 population	0.57	*0.60*	*1.00*
Program attendance per capita	0.12	*0.15*	*0.30*
Staff expenditures per capita	$13.15	*$21.49*	*$29.66*
Collection expenditures per capita	$3.15	*$3.00*	*$3.50*
Operating expenditures per capita	$19.05	*$27.49*	*$36.16*

Additional Primary Recommendations

The Consultants offer detail that support the recommended LOS standards, as well as peripheral improvements. Specific priorities are:

Data Collection & Analysis. The pivotal role of data analytics in public library operations cannot be overstated. As libraries strive to better understand their users, improve services, and justify resource allocation, data analytics emerge as a crucial strategic tool. By harnessing insights from diverse datasets, libraries can tailor collections, optimize resource allocation, and demonstrate their value to stakeholders. Through careful planning, prioritization, and continuous monitoring, libraries can enhance operational efficiency and ensure services are effectively aligned with user needs and strategic objectives (see Appendix 2.8 for additional details).

Outreach. LCPL already has an effective outreach program in place and has recently added staff resources to strengthen its efforts. Still, reaching out to current and potential customers where they live and work has proven to increase public library usage, in libraries and virtually (see Appendix 2.6). As its next evolutionary step, LCPL should investigate the lease or purchase of a small-footprint vehicle to support its current Outreach efforts. See Appendix 8.2 and the Association of Bookmobile and Outreach Services (ABOS) for additional information.

Digital Marketing. Public Libraries' needs are different from other City of Las Cruces departments. LCPL should partner with the City's IT and Communications Departments to employ techniques such as website optimization, web analytics, mobile marketing, and customer retention that may not be applicable to other departments. LCPL needs a degree of webpage autonomy, while maintaining the City's security protocols. The Library webpage has a lack of visibility on the City of Las Cruces website, making it difficult to find from some angles. Once there, Events scheduling appears to lax, failing to consistently list location.

Marketing is needed to inform customers and potential customers about library offerings, especially in light of a decline in people visiting public libraries nationally.

One example of a "Book Van" – a smaller, more nimble version of the traditional bookmobile.

Operating Budget

The current annual LCPL budget is just under $2.8 million, or 0.47% of the total City budget of $596.6 million. In comparison, most municipalities serving over 100,000 residents fund their public libraries at a rate between 1.0 and 5.0% of total budget.

An increase of 89.8% over five years is recommended, stepping up each year in amounts that anticipate additional programs, services, and/or facilities coming on line. Correlated to that, staffing expenditures would increase to $29.66 per capita and collection expenditures would rise to $3.50 per capita. As a result, the City of Las Cruces should strive to fund 95% of the LCPL budget from the local tax base, in line with national averages. Annual Library revenue in Las Cruces would need to rise to $5.3 million, coincidentally equating to 0.89% of the current City budget, in order to accommodate the priority increases in expenditures cited below.

Personnel. Near-term increases in staffing expenditures should prioritize these steps:

1 Fill all approved but currently vacant positions.
2 Establish and hire positions "missing" from the current organization, including Assistant Director, Marketing Officer, Facilities Manager, and an eventual Branch Manager (or a replacement, if promoted from within) at least one year before the Branch opening.
3 Rectify employee compensation for positions that are lower than industry norms.

Collections. The near-term increases in collection expenditures should prioritize these improvements:

1 Increase the number of items in the Children's print collection by at least 100% over five years.
2 Budget for potential market increases for electronic collection items.
3 Increase the number of items in the Teen print collection by 15% over two years.
4 Update the Adult print collection through weeding and backfilling with relevant titles and customer requests over five years.

Reassess these priorities after the second year.

Capital Improvements Recommendations

Specific Library facilities project priorities proposed by the Consultants are intended to balance community needs with the timing of available funds. For comparative purposes, all monetary figures quoted in this Section are in 2024 dollars.

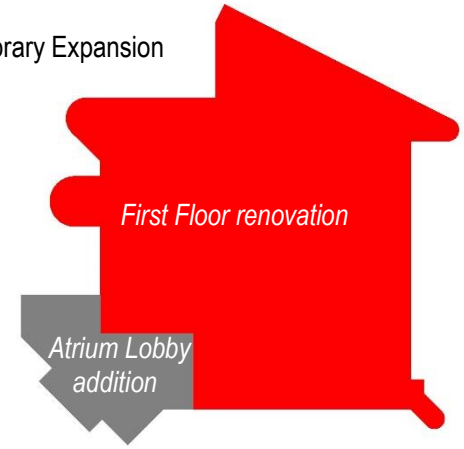
Near-Term Facilities Plan. Using available funding to optimize the utility of LCPL's current resources, it is logical to make Branigan more efficient by renovating and expanding the building in two affordable phases. Phase One would cost approximately $15.51 million to renovate the Ground Floor and add a new Atrium Lobby, within an estimated two-year timeframe. In contrast, the cost to renovate and expand Branigan all at once carries a price tag of $29.12 million, completed in approximately three years. See Appendix 8.3 for phased project cost details.

Phase Two would add additional Ground Floor space while renovating the Second Floor. This phase would cost approximately $16.65, within an estimated two-year timeframe. The aggregated total project cost for Phases One and Two combined would be $32.16 million with escalation for price inflation over the time to complete both phases.

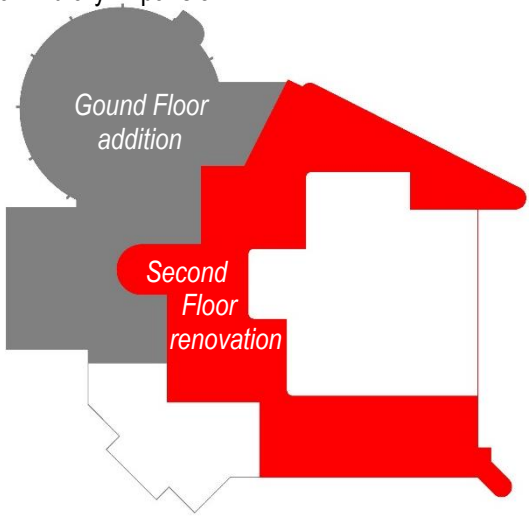
A phased renovation can allow portions of Branigan to remain operational while other portions were given over to contractors through the use of temporary partitions to segregate users. While the aggregate total cost of all phases would certainly eclipse the cost to renovate the entire building all at once, an extended timeline in securing funds for a full renovation would accrue inflation, thereby offsetting some or all of the savings.

Once the two phases are completed, the Branigan Library would house 60,415 square feet – or approximately one-half of the need for public library space by year 2031 – based on the LOS standard of 1.0 square feet per capita.

Phase One
Branigan Library Expansion



Phase Two
Branigan Library Expansion



Mid-Term Facilities Plan. The primary goal for public libraries in *Elevate Las Cruces* is to build a new full-service Branch Library east of Interstate Highway 25 – specifically on the East Mesa. Indeed, the City of Las Cruces has a parcel of land set aside near the current Sage Café and Library. The current Branch Library at Sage Café is quite small, hence, not large enough to provide a complete compliment of library programs and services within its confines.

Such a new full-service facility could become the temporary headquarters of LCPL when funds became available to vacate the Branigan Library ahead of renovation and possible expansion. However, a $21.19 million Branch Library project cost is widely considered to be out of reach of the City of Las Cruces in the near-term.

The proposed parcel of 2.33 acres would support a single-story Library of over 25,000 square feet. The lot is adjacent to the East Mesa Bataan Memorial Pool and Mini Park. Ideally, sharing some of the parking with the Pool/Mini Park would allow construction of a new Branch Library of 28,000 to 31,000 square feet – all the one floor – which would be mandatory to minimize staffing costs.

This parcel maintains an LCPL presence at a known Library location serving an immediate neighborhood of need, and within a 10-minute drive time for a large percentage of residents on the East Mesa.

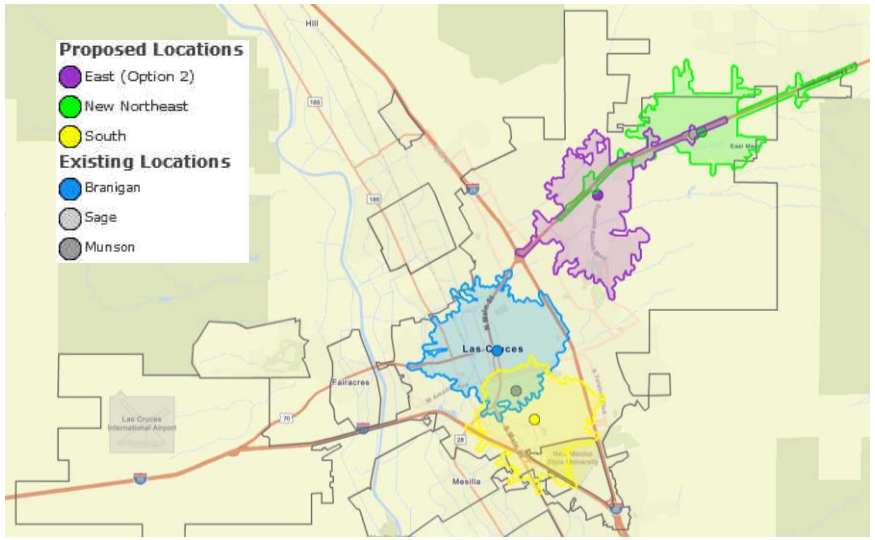
By 2034, Las Cruces' need for library space is projected to reach 124,465 square feet. Ideally, another Branch, a new 35,000 square foot prototype Library would be built either east of Interstate Highway 25 or south of the Branigan Library as the final mid-term step of a 20-year Facilities Plan.

Proposed 2.33 acre site of a new full-service Branch Library (yellow rectangle), near the existing Sage Café Library & adjacent to East Mesa Bataan Pool

Long-Term Facilities Plan. Building upon the defined long-term space needs in Section 6, the Consultants analyzed alternative Library System configurations to meet those needs. The primary determination was that four strategically located full-service Libraries could effectively deliver library services conveniently to the most residents. Importantly, the cost to operate the Library system is always a primary driver that must be balanced with convenient, equitable access by users.

The Consultants recommend a four-library system for Las Cruces to meet its 20-year population needs, projected to be 139,918 residents by 2044. Ideally, another new 35,000 square foot prototype Branch Library would be built south of the Branigan Library, as the next step of a 20-year Facilities Plan. This new full-service facility could serve and cater to the New Mexico State University clientele, as well as the south and west Las Cruces communities.

Locating Future Branch Libraries. The Consultants were privileged to have had the assistance of City of Las Cruces GIS staff in analyzing future Branch Library locations. Any future planning of Library locations should avail itself of GIS technology to determine the best locations available at that time. While the Consultants have forecasted new locations for 20 years form now, clearly, more up-to-date data will yield more accurate results.



Map depicting a proposed four-facility Library System for Las Crues by 2044. Please note the color-coded boundaries shown represent a 5 minute drive-time, which correlates to a 10-minute bike time or a maximum 40-minute walk.

Funding Capital Improvements

The City's interest in an expanded Main Library is exciting! If local funding is not available, the City could consider seeking State funds in the 2025 Legislative session, or the next cycle in 2027. The Consultants' understanding of the process is that Las Cruces' state legislators must be willing to place the project on their district's priority legislative requests for funds list.

It might be beneficial to provide the key State Legislative representatives with a presentation of the library expansion plans. The Library Board could invite them to a presentation, and the Library could inform them of growing community support for a larger library.

A Library Building Campaign should be a highly visible community event – a joyful, giving time for all community members to participate. It is an opportunity to engage community organizations, businesses, and groups in naming opportunities for millions of dollars to quarters from children.

Establish a Library Foundation

A Capital Campaign is the time to re-establish a Library Foundation in Las Cruces. There are probably wealthy and influential residents who would be Board members and leave a legacy for their family and community. A 501(c)(3) entity formed for the primary purpose of enhancing the LCPL system can secure financial and in-kind donations for programs, services, collections, and/or capital projects, usually from private sector entities.

The Benefits of Foundations. Donors may have a strong belief in the value of the public library yet do not wish to give their philanthropic gift to a public entity. They will, however, contribute to a non-profit, tax-exempt private organization like a library foundation. The foundation offers donors a familiar and reliable vehicle for tax-deductible contributions in support of a library. By raising private sector dollars, library foundations are able to help stretch public sector funds. The eight points highlighted in the column at right are paraphrased from *Establishing a Library Foundation: Planning, Persistence, Progress* by the American Library Association (ALA). The complete document can be found in Appendix 8.2.

1. Grant Eligibility: *Most grantors require that recipients be qualified nonprofit organizations, so, foundations are eligible for grants for which public libraries may not qualify.*

2. Sponsorships & Partnerships: *Many companies like to be associated with the types of programs created by libraries.*

3. Planned Giving Opportunities: *Planned giving allows donors to make gifts to an organization and receive financial and tax benefits. Options include charitable or deferred gift annuities, pooled income funds, charitable remainder or lead trusts, retirement assets, and bequests.*

4. Cash, Stocks, Real Estate & Life Insurance: *Foundations can accept gifts for restricted and unrestricted purposes, providing donors a tax exemption to an extent qualified by law.*

5. Endowments: *Gifts to create endowed funds should be invested and only the income is spent on library needs. Endowments may be restricted by the donor.*

6. Investment Opportunities: *Foundations have the flexibility to invest their funds to maximize the benefit for the foundation and, eventually, the library. Investment options available to foundations are usually much less restrictive than public agencies.*

7. Community Support & Confidence: *People who give to a foundation know their gifts will be used as intended. Gifts may be restricted, making the giving even more appealing.*

8. Foundations & Friends of the Library: *These groups can happily coexist and still leverage community support at different levels of participation. In some cases, the Friends provide financial support for a local branch while the Foundation focuses on the entire system.*

Mixed-Use Library/Housing Projects

As a response to *Elevate Las Cruces* goals for housing – and to subsidize the capital cost for new Branch Libraries – the City should consider the viability of real estate developer-driven mixed-use projects. Several public library examples exist that the private sector is emulating (see Appendix 2.7), such as the newly announced 800 apartments to be built above a Costco store.[1]

To help mixed-use library and housing projects succeed, planners should consider these factors:

- ***Construction Cost Savings.*** Stacking housing on top of ground floor libraries and retail space can reduce the amount of library construction (less or no roofing cost, incrementally less foundation cost). That savings is often passed on to the library or shared proportionately.
- ***Alternative Financing.*** Libraries can be funded by special tax levies. Market-rate housing is financed privately or through commercial banks. Private developers of affordable housing can take advantage of low-income housing tax credits. Municipal housing authorities can access funds from local, state, and federal sources to develop subsidized housing for low-income households.
- ***Tax Implications.*** Market-rate housing paired with a library is taxable and can help expand a community's tax base. Affordable housing is usually tax-exempt when owned by a housing authority or land trust, helping make those units affordable. The recent trend of a mixture of publicly subsidized, affordable, and market-rate housing can help underwrite development of the more affordable units – balancing community and developer needs for success.
- ***Zoning Ordinance Variances.*** Neighborhood rezoning could allow for mixed uses and additional building height to achieve goals such as developing affordable apartments and encouraging development that benefits the local economy.

Northtown Branch of the Chicago Public Library, built under 44 apartments, Chicago, Illinois

Outside the Children's area of the Cornelius Public Library, built under 45 apartments for low-income seniors, Cornelius, Oregon

[1] See plans for new Costco with apartments in South LA – NBC Los Angeles

Section 9: Appendices

Supporting data for specific Sections of the Final Report:

1.1 Complete US Census Bureau demographic statistics comparing Las Cruces with Dona Ana County, New Mexico, and the United States.

2.1 Definition of Terms.
2.2 Library Facility Standards.
2.3 Library Space Standards.
2.4 Library Parking Guidelines.
2.5 Library Site Evaluation Criteria.
2.6 *State of U.S. Public Libraries – More Popular & Digital Than Ever*
2.7 Public Libraries Mixed with Housing
2.8 Data Analytics for Public Libraries
2.9 Library Technology Trends

3.1 Complete Online Survey Responses in English.
3.2 'I Want My Library To . . .' Survey Questions.

4.1 Complete Statistics Used to Analyze Peer Libraries.

5.1 New Branch Library Staffing Plan.

6.1 20-year Las Cruces Population Projections.
6.2 Space Needs for Prototype Branch & Branigan Libraries.

7.1 Map of Las Cruces.

8.1 2017 Texas Public Libraries ROI Report.
8.2 Mobile Library Service Alternatives.
8.3 Phased Branigan Library Renovation & Expansion Cost Model.

Appendix 1.1
US Census Statistics Comparing Las Cruces with Dona Ana County, New Mexico & the United States

Appendix 1.1

Comparisons of Las Cruces with County, State & National Demographics

prepared by Godfrey's Associates, Inc.

May 30, 2023

Fact	*Las Cruces*	*Dona Ana County*	*New Mexico*	*United States*	*Las Cruces*	*Dona Ana County*	*New Mexico*	*United States*
Population Estimates, July 1 2022, (V2022)	*NA*	*NA*	2,113,344	333,287,557				
Population Estimates, July 1 2021, (V2021)	112,914	221,508	2,116,677	332,031,554				
Population estimates base, April 1, 2020, (V2022)	*NA*	*NA*	2,117,527	331,449,520				
Population estimates base, April 1, 2020, (V2021)	111,507	219,561	2,117,527	331,449,520				
Population, percent change - April 1, 2020 (estimates base) to July 1, 202	*NA*	*NA*	-0.2%	0.6%				
Population, percent change - April 1, 2020 (estimates base) to July 1, 202	1.3%	0.9%	0.0%	0.2%				
Population, Census, April 1, 2020	111,385	219,561	2,117,522	331,449,281				
Population, Census, April 1, 2010	97,618	209,233	2,059,179	308,745,538	*Las Cruces' % difference from others*			
Persons under 5 years, percent	6.3%	5.9%	5.4%	5.7%	-	106.8%	116.7%	110.5%
Persons under 18 years, percent	23.7%	23.9%	22.4%	22.2%	-	99.2%	105.8%	106.8%
Persons 65 years and over, percent	15.1%	16.5%	18.5%	16.8%	-	91.5%	81.6%	89.9%
Female persons, percent	50.6%	50.7%	50.2%	50.5%	-	99.8%	100.8%	100.2%
White alone, percent	69.4%	91.5%	81.3%	75.8%	-	75.8%	85.4%	91.6%
Black or African American alone, percent	2.7%	2.5%	2.7%	13.6%	-	108.0%	100.0%	19.9%
American Indian and Alaska Native alone, percent	1.9%	2.5%	11.2%	1.3%	-	76.0%	17.0%	146.2%
Asian alone, percent	1.7%	1.4%	1.9%	6.1%	-	121.4%	89.5%	27.9%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%	0.2%	0.2%	0.3%	-	50.0%	50.0%	33.3%
Two or More Races, percent	12.5%	2.0%	2.7%	2.9%	-	625.0%	463.0%	431.0%
Hispanic or Latino, percent	61.8%	69.3%	50.1%	18.9%	-	89.2%	123.4%	327.0%
White alone, not Hispanic or Latino, percent	31.6%	26.1%	35.9%	59.3%	-	121.1%	88.0%	53.3%
Language other than English spoken at home, % of persons age 5 years+,	37.4%	48.3%	33.0%	21.7%		77.4%	113.3%	172.4%
Foreign born persons, percent, 2017-2021	11.0%	16.0%	9.2%	13.6%	-	68.8%	119.6%	80.9%
Veterans, 2017-2021	8,209	13,555	139,347	17,431,290				
Housing units, July 1, 2021, (V2021)	*NA*	91,275	948,110	142,153,010	*Las Cruces' % difference from others*			
Owner-occupied housing unit rate, 2017-2021	56.2%	64.9%	68.2%	64.6%	-	86.6%	82.4%	87.0%
Median value of owner-occupied housing units, 2017-2021	$167,800	$162,200	$184,800	$244,900	-	103.5%	90.8%	68.5%
Median selected monthly owner costs -with a mortgage, 2017-2021	$1,249	$1,271	$1,359	$1,697	-	98.3%	91.9%	73.6%
Median selected monthly owner costs -without a mortgage, 2017-2021	$385	$351	$378	$538	-	109.7%	101.9%	71.6%
Median gross rent, 2017-2021	$824	$785	$897	$1,163	-	105.0%	91.9%	70.9%
Households, 2017-2021	43,995	79,933	797,596	124,010,992	*Las Cruces' % difference from others*			
Persons per household, 2017-2021	2.46	2.66	2.59	2.6	-	92.5%	95.0%	94.6%

Appendix 1.1

Comparisons of Las Cruces with County, State & National Demographics

prepared by Godfrey's Associates, Inc.

May 30, 2023

Fact	*Las Cruces*	*Dona Ana County*	*New Mexico*	*United States*	*Las Cruces*	*Dona Ana County*	*New Mexico*	*United States*
Households with a computer, percent, 2017-2021	93.3%	90.9%	89.7%	93.1%	-	102.6%	104.0%	100.2%
Households with a broadband Internet subscription, percent, 2017-2021	83.4%	80.4%	80.0%	87.0%	-	103.7%	104.3%	95.9%
High school graduate or higher, % of persons age 25 years+, 2017-2021	87.5%	80.7%	86.8%	88.9%	-	108.4%	100.8%	98.4%
Bachelor's degree or higher, % of persons age 25 years+, 2017-2021	36.4%	30.0%	28.5%	33.7%	-	121.3%	127.7%	108.0%
With a disability, under age 65 years, percent, 2017-2021	12.0%	11.4%	11.3%	8.7%	-	105.3%	106.2%	137.9%
Persons without health insurance, under age 65 years, percent	9.3%	13.5%	12.0%	9.8%		68.9%	77.5%	94.9%
In civilian labor force, total, percent population age 16 years+, 2017-2021	58.1%	55.9%	56.6%	63.1%		103.9%	102.7%	92.1%
In civilian labor force, female, percent population age 16 years+, 2017-202	54.6%	51.6%	53.2%	58.7%	-	105.8%	102.6%	93.0%
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	19.1	22.7	22.9	26.8	-	84.1%	83.4%	71.3%
Total retail sales, 2017 ($1,000)	1,887,512	2,098,291	26,404,284	4,949,601,481				
Total retail sales per capita, 2017	$18,514	$9,705	$12,616	$15,224				
Median household income (in 2021 dollars), 2017-2021	$47,722	$47,151	$54,020	$69,021	-	101.2%	88.3%	69.1%
Per capita income in past 12 months (in 2021 dollars), 2017-2021	$26,290	$24,645	$29,624	$37,638	-	106.7%	88.7%	69.8%
Persons in poverty, percent	21.80%	19.30%	18.40%	11.60%	-	70.7%	73.1%	66.6%
Total employer establishments, 2020	*NA*	3,675	43,587	8,000,178				
Total employment, 2020	*NA*	53,960	651,756	134,163,349				
Total annual payroll, 2020 ($1,000)	*NA*	1,902,324	28,386,324	7,564,809,878				
Total employment, percent change, 2019-2020	*NA*	0.8%	1.1%	0.9%				
Total nonemployer establishments, 2019	*NA*	13,662	129,145	27,104,006	*employer firms as % of total households*			
All employer firms, Reference year 2017	2,034	2,930	32,562	5,744,643	4.6%	1.9%	2.0%	2.8%
Men-owned employer firms, Reference year 2017	*NA*	1,505	16,309	3,480,438	*WBE/MBE employers as % of total*			
Women-owned employer firms, Reference year 2017	371	467	6,651	1,134,549	18.2%	15.9%	20.4%	19.7%
Minority-owned employer firms, Reference year 2017	512	823	7,437	1,014,958	25.2%	28.1%	22.8%	17.7%
Nonminority-owned employer firms, Reference year 2017	*NA*	1,527	20,591	4,371,152				
Veteran-owned employer firms, Reference year 2017	160	224	2,445	351,237				
Nonveteran-owned employer firms, Reference year 2017	1,433	2,134	25,733	4,968,606	*% change in population density over 10 years*			
Population per square mile, 2020	1,447.8	57.7	17.5	93.8	113.4%	104.9%	102.9%	107.3%
Population per square mile, 2010	1,276.2	55	17	87.4	*% change in land area over 10 years*			
Land area in square miles, 2020	76.93	3,808.19	121,312.75	3,533,038.28	100.6%	100.0%	100.0%	100.0%
Land area in square miles, 2010	76.49	3,807.51	121,298.15	3,531,905.43				

Appendix 2.1
Definition of Terms

In order to establish a common language for future facility planning, Godfrey's Associates, Inc. (the Consultants) define key terms we propose to use throughout the Master Plan document.

Square Footage Definitions

Square footage, though only a two-dimensional measurement, is a common tool in assessing the space enclosed in public library facilities. There are three types of space referred to in many facilities. Here are definitions the Consultants use:

Net Usable Square Footage (NSF). Net square footage represents the actual unobstructed usable floor area or square footage assigned to a primary use for an individual unit, contained within a defined perimeter. In effect, net area is the actual area of book stacks, offices, computer workstations, support areas, or special function areas ***exclusive*** of partitions, exterior walls, public and private corridors, columns, pipe chases, stairs, mechanical and electrical space, and all similar areas that are not usable for library functions.

Net Assignable Square Footage (NASF). Net assignable square footage includes all ***net areas*** assigned to a given unit, as well as related corridor space for movement between areas, interior partitions, and other areas incidental to the spatial organization or construction. The internal corridor (people movement) space shared by units or connecting units to each other is included in this total area, for space planning purposes. Net assignable area ***excludes*** the area required for exterior walls, mechanical and electrical spaces and distribution shafts, stairs, restrooms, elevators, and other common building elements. In effect, this is the total area ***assigned*** to a use, functional unit or department, and is comparable to the amount of area occupied for a specific tenant as if it were leased from a landlord.

This area includes a numerical factor to account for internal partitions, corridors and allowances for columns, chases, etc., which penetrate the space. These efficiency factors added to the pure net square footage to accommodate these other assignable spaces might range from 10 to 30 percent of the total net area. When analyzing existing facilities, this assignable factor is calculated by dividing the net usable area (NSF) by the total unit net assignable area (NASF) to determine the overall efficiency of the unit. The net-to-net assignable square footage relationship is primarily a factor of the size, type, configuration, number of individual spaces, and the anticipated width of internal personnel movement pathways.

Generally, units comprised of larger individual spaces will require less space for inter- and intra-unit movement. Units comprised of many smaller workstations, especially private offices, require a higher degree of intra- and inter-unit movement and wall space.

Building Gross Square Footage (BGSF). Building gross square footage reflects the total area of the building, including all net and net assignable areas as defined above, plus any additional area occupied by restrooms, vertical movement, janitorial/custodial closets, central mechanical and electrical space, chases, and other spaces related to primary air and power distribution, columns, and exterior walls.

When forecasting space requirements for new facilities, the total building gross area is estimated by applying an overall facility grossing factor to the total programmed net assignable area. Typically, these factors range from 15 to 20 percent in single-level buildings up to 30 percent in larger, multi-level facilities.

When analyzing existing buildings, the grossing factor, which is a measure of overall efficiency, can be calculated by dividing the total net assignable area by the total building gross area. As a rule, higher efficiency factors are used for public library facilities due to the amount of open space that accommodates horizontal movement. In a multi-story building however, this is partially offset by the vertical movement required for public access as well as the movement of staff, books, other library materials, and utility infrastructure from floor to floor.

In Summary. These equations summarize how we forecast these types of areas in new construction:

1) Net square feet x efficiency factor = net assignable square feet

2) Net assignable square feet x efficiency factor = building gross square feet

In existing library construction, areas are defined, and their boundaries can be mapped onto a scaled drawing(s) and their square footages can be measured. In these instances, the equations to calculate actual efficiency are:

1) *Net square feet ÷ net assignable square feet = net assignable efficiency*
2) *Net assignable square feet ÷ building gross square feet = building efficiency (sometimes referred to as net-to-gross efficiency)*
3) *Net square feet ÷ building gross square feet = the technical definition of net-to-gross efficiency.*

When projecting space needs for an existing facility to be renovated, the actual net-to-gross efficiency factor(s) can be contrasted with the theoretical projected efficiency factor to gauge how efficient the existing building is versus how efficient it should be.

Types of Libraries

In the planning for future library facilities, it is important to "right-size" the facility for the geographic and demographic population a given library will serve. Different sizes of libraries, and thus types, are described below. First, we define the types of service provided, dependent on size.

Library Service Outlet: Staffed or unstaffed location from which customers may receive library services, such as a "bricks and mortar" building, a pop-up library, a vending kiosk/library materials dispenser, lending lockers, etc.

Library System: A group of library service outlets operated under a single administration.

Library Service Area: The geographical area around a given library service outlet location with a prescribed population of residents served by that location. In some cases, the service area boundary is legally recognized, such as municipal (city) limits or an extraterritorial zone.

Library Drive-Time Service Area: The geographical area around a given library service outlet location, identified by 75% of the customers who live or work within a maximum convenient drive-time to that location.

A Full-Service Library provides a variety of services and spaces, as follows:

- Collections for all ages, including print, non-print, and digital circulating and reference materials.
- Seating scaled appropriately for all ages.
- A full array of technology (express internet, one-place, two-place, and collaborative computer stations, wireless access, self-check, e-commerce, audio-visual equipment).
- Multi-purpose meeting room seating at least 75 people.
- Conference rooms seating from eight or more persons each.
- Four- and six-place group study rooms.
- Tutoring/research spaces for one to three people.

21st Century Library Service would include current, up-to-date collections of materials in all formats, physical and electronic, plus selected classic titles, a wide array of technology for public and staff use, meeting rooms of different sizes and for different ages, each with state-of-the-art technology. Youth services would be geared toward the evolving age strata of early childhood, elementary, tweens, and teens.

The modern library would employ a building infrastructure that both protects and enhances the library experience for all who use and work in the facility; maintainable landscaping; effective interior and exterior signage; sustainability in design, furnishings, and construction; and adequate parking for vehicles, motorcycles, scooters, and bicycles.

Sizes of Library Service Outlets. For purposes of the discussion of different sized libraries that might exist within a library system, the Consultants define terms related to size, from smallest to largest:

- Vending or Kiosk Library.
- Express Library.
- Neighborhood Library.
- Community Library.
- Regional Library.
- Central Research Library.

Vending Library or Kiosk. A Vending Library is service outlet with a very small collection of books and/or media dispensed from a kiosk-type vending machine, typically located in a place with considerable pedestrian traffic – or in remote areas of a community.

Express Library. A small facility, potentially housed in a leased space, in or near an underserved area with a small collection of popular materials for all ages, limited technology, and a staff of two or three. An Express Library will range in size from approximately 400 to 3,000 BGSF. Limited space results in an Express Library not being able to provide a full range of services such as meeting/gathering spaces or programs.

Neighborhood Library. A Neighborhood Library is defined as a modern but less than full-service facility. Its collections and technology, although partially shaped by the neighborhood(s) it serves, is not intended to provide the depth of the larger Community Library. The collection is determined by the demographics within the neighborhoods. The materials for children and young people provide support for the school service through middle school. The service offered for children, young people, and teens – designed with the demographics in mind – may be provided in a special Youth area.

The collections for adults include circulating and very limited reference materials, a popular materials collection, and large print books. There is also a space with materials and seating for teens. There are adult, teen, and children's media collections, e.g., physical and downloadable audiobooks, music, movies, etc. The size and composition of the media collection will depend upon the demographics of the neighborhood(s) being served. Ideally, a neighborhood library has a multi-purpose meeting room that can be subdivided into two rooms with a high-quality, modular acoustical wall panel system.

A Neighborhood Library will range in size from approximately 3,000 to 16,000 square feet and would expect to serve persons with a drive time of five to seven minutes to the facility, i.e., a customer would typically drive between 5 and 7 minutes from home or business to reach a Neighborhood Library.

Community Library. A Community Library is defined as a modern, full-service facility whose collections and technologies are shaped by the community it serves and its demographics. The materials for children and young people provide support for the school service through high school. The service offered is designed with the demographics in mind, and many are provided in an arts and crafts/storytelling space within a Youth area. The collections for adults include circulating and limited reference materials, a popular materials collection, and large print books, with some potentially in languages other than English.

There is also a special space with materials and seating for teens. There are adult, teen, and children's media collections, both physical and downloadable. The size of the media collections will depend upon the size and demographics of the community being served. There would be multiple meeting rooms of varying sizes and a makerspace.

A Community Library will range in size from approximately 16,000 to 35,000 square feet (BGSF) and would expect to serve persons who live and/or work within eight- to ten-minute drive time of the facility.

Regional Library. A Regional Library is defined as a modern, full-service facility with collections shaped by the population and geographic size of the region it serves. This type of library will also serve as a hub for Community and Neighborhood libraries within its ten- to 15-minute drive time sphere of influence.

The collections and technologies provide support for school services through the community college level. The service offered to children is also designed with the demographics in mind, and many are provided in an arts & crafts/storytelling space within the Youth area. The collections for adults include in-depth circulating and reference materials, a popular materials collections and periodicals, and large print books – all in multiple languages, as appropriate. There is also a space with materials and seating for teens. There are large adult, teen, and children's media collections – physical and electronic. There is a contingent of meeting rooms of various sizes and one or more makerspaces. Regional libraries will range in size from 35,000 to 60,000 BGSF.

Central (Main) Library. A Central (or Main) Library is defined as a modern, full-service facility that serves as both the headquarters of a library system and a library with specialized collections, programs, services, and research capabilities not found in branch facilities of the system. A portion of a Central Library may also serve as an Express, Neighborhood, Community, or Regional Library for the residents living in its vicinity.

The headquarters functions typically include administrative unit(s), technical services for processing collection items into the system, and other support services that may or may not have a public-facing profile within the organization. Sizes of Central Libraries vary, with square footage based upon the variety and scope of the functions housed within the building.

Other Facility-Related Terms

Automated Materials Handling System (AMHS). A mechanical conveying system that relies on radio frequency identification (RFID) technology for sorting returned books and other library collections items into bins for reshelving.

Automated Storage & Retrieval System (ASRS). A robotic-based, high-density storage system that is computer-controlled to automatically place and retrieve items from set storage locations with precision and speed.

Charrette. An interactive planning process used to bring stakeholders together to make decisions in a short, intensive time frame.

Conceptual Design. An initial architectural design process used to test plans for a new building or renovation of an existing one.

Customer Service Hours. The number of hours a library is open for public use, typically totaled per week and/or annually.

Integrated Library System (ILS) is a computerized catalog of library holdings, library cardholder database, and statistical database capable of analyzing library usage, such as the circulation of library collections. Commercially offered systems can be either proprietary or open source.

Office System Furniture. Staff office, workroom, and/ or public workstations built using a modular panel system, often referred to as cubicles. An acoustical panel system encloses a work area perimeter in a semi-private manner, while structurally supporting work surfaces and storage compartments. The panel system also serves as a conduit for wiring of power, task lighting, and data systems at each workstation.

Population. For the purposes of planning, the Consultants use three distinct definitions for population, based on what is being measured:

- ***Actual Population:*** Population for the city of Las Cruces, using the U.S. Census figures, last updated for 2020. As the "official" population, the figure is applied to library system-wide planning parameters only, such as square feet per capita.
- ***Service Area Population:*** The number of people within the service (trade) area of a given library as computed by a market analysis. The boundaries of service area populations for existing branch libraries may overlap, thereby accounting for those persons who use more than one library. Therefore, the total of all trade area populations does not necessarily equal the actual population.
- ***Demographic-Based Population*****:** Demographic profiles for specific geographic locations, typically within 1- to 5-mile rings around the given location, produced by third party market research firms the Consultants routinely contract with. These projections are typically made for up to five years into the future.

Per Capita Measures. For planning purposes, the Consultants use two primary measures based on population. These measures apply the actual or projected total city populations to total library system-wide planning parameters. Service area population figures (see above) are used for branch-by-branch per capita measures. These two measures are:

- ***Collections per Capita:*** The number of collection items (books, periodicals, media, and/or downloadables) that a library offers for each person served. As an example, if a library were serving 42,356 persons and had a total collection of 109,345, its collections per capita would be 2.58 (109,345 divided by 42,356).

- ***Square Footage (BGSF) per Capita:*** The total amount of enclosed library space a library system has for the total population of the area to be served. As an example, if a library system were serving 323,793 persons and had a total BGSF of 335,750, it would have 1.04 BGSF per capita (335,750 divided by 323,793).

Several other per capita measures are also useful metrics in gauging how successful the operations of a library or library system are – particularly in comparisons with other libraries, codified library standards, and/or grant money criteria for receiving awards.

Public Seating Types. For planning purposes, the Consultants use the following definitions for various types of seating for the public, based on net square feet (NSF) per type of seat (See Appendix 2.3 for specifics):

- ***Reader Chair:*** Chair, likely un-upholstered, four legs, placed at tables.
- ***Lounge Chair:*** Soft seat, fabric-covered, with or without a tablet arm that swivels or is retractable. Usually, the net area accommodates one side table for every two lounge chairs if no tablet arm is provided.
- ***Task Chair:*** Ergonomic office chair with casters, adjustable seat height and arm rests – for public use with computers, staff use at workstations, service desks, and worktables. NSF for these chairs is typically included with workstations.
- ***Bench:*** Usually seats two persons per unit square footage.
- ***Read Aloud:*** Lounge chair or love seat sized for an adult and one or two young children.
- ***Floor Seat:*** Cushion/pillow on the floor for very young children. and
- ***Café Booth:*** Banquet seating with a table, like a restaurant booth, usually for teen or café spaces.

Public-Use Computers. Computers for public use are defined as those computers available to the public as a service at each library, including online ***public access computers*** (PACs), ***Internet access*** computers, ***productivity*** computers (word processing, spreadsheets, presentations, etc.) which could accommodate one user, and ***collaborative*** computers accommodating multiple users for training on high-end software.

Radio Frequency Identification (RFID). Technology that uses radio waves to identify a tagged book or media item. It is used in multiple commercial and industrial applications, from keeping track of items checked out of a library to tracking items along a supply chain.

Service Desk is a prominently placed and highly visible point of public service, designed to accommodate persons of various ages and physical capabilities.

Other Library-Related Terms

For the purposes of this study, Godfrey's Associates offers these definitions for words used within.

Community: A place or group of people within the city of Las Cruces considered together as having like inhabitants having similarities with each other.

Community Forum: A focus group, community summit, town hall meeting, world café, or similar planned gathering of community members.

Customer: An individual who uses a given library, regardless of type of transaction – physical or virtual – by recorded or unrecorded transaction.

Display Case is a free-standing or wall-mounted, glass-encased, lockable cabinet with internal lighting, for display of two- and three-dimensional items. Environmental control is provided to display valuable or rare special collection items.

Drive-Time refers to the maximum convenient driving time to a given location, based on the local street network leading to that location.

Household: A single occupied housing unit and all its occupants. A household may be comprised of one or more families, one or more unrelated individuals, or combinations of families and unrelated individuals.

Literature Rack is either a free-standing, desk-mounted, or wall-mounted dispenser for informational and/or promotional pamphlets.

Map Case. A free-standing file cabinet for flat storage of large format maps, drawings, and/or arts and crafts materials

Market Segment is one of many discrete groups of households in the United States, as determined by Experian's Mosaic or Esry's Tapestry systems. For example, Mosaic® USA is a household-based consumer lifestyle segmentation system that classifies all U.S. households and neighborhoods into 72 segments, providing a detailed view of consumers' choices, preferences, and habits within a given segment.

Neighborhood: By definition, a neighborhood is a geographic area of land considered together with the characteristics of its inhabitants and built-environment. The City of Las Cruces does not define areas within the city limits as specific neighborhoods, however as of 2017, there were 46 registered neighborhood homeowners associations (HOA) in Las Cruces – primarily located in the East Mesa area.[1]

Plan, The: This 20-year Las Cruces Public Libraries Master Plan spanning from 2024 to 2044 is the focus of this project. Any other plan is referred to by its full name, such as the City of Las Cruces' Comprehensive Plan, also known as *Elevate Las Cruces*.

Plan of Service. A plan defining the services and programs that a library seeks to provide.

Predictive Customer Model: An analytical tool that models library customer behavior based on thousands of historic transactions by customers in a given market segment.

Resources: Tangible funds, physical assets, and/or labor that can be applied to the library planning process.

Service, or Service Category: A single library service or affiliated group of services that are offered to library customers. Services can be tangible items such as books, virtual items such as computer usage, or interactive items such as a program, class, or seminar.

Service Mix: The mixture of collections, programs, and services at a given library service outlet location directed at customers served by that outlet.

Staffing Profiles: Appropriate staffing models for services recommended in a Plan of Service or a Strategic Plan.

Standards: A codified set of adopted criteria or guidelines related to a particular industry, intended to guide and/or measure performance.

Strategic Plan. Typically, a three- to five-year plan outlining goals and measurable objectives that a library system seeks to achieve.

Tools: For the purposes of this Master Plan, the term "tools" refers to physical or electronic implements designed for a specific application or task.

[1] Elevate Las Cruces Comprehensive Plan, Volume II: Community Profile, page 54.

Appendix 2.2
Library Facility Standards

Some library facility standards are considered industry-wide standards, and some are proprietary to Godfrey's Associates (the Consultants). In this Appendix, we include standards of relevance for the Thomas Branigan Memorial Library (TBML), to be applied to your current facilities over the course of developing the Library Master Plan.

Library Building Standards

Based upon years of experience in library planning, the Consultants have developed a list of characteristics we believe determines if an existing library is capable of housing and delivering 21st century library services.

Modern Library Factors. The Consultants believe there are eight factors that need to be present in any public library facility for it to be judged a modern library. The eight factors are:

1. ***Adequate Size.*** We believe the size should be whatever is required to offer a range of services and spaces that are responsive to community needs. Square footage for each space should be built using the Library Space Planning Standards presented in Appendix 3 to satisfy the functional needs of each given space.
2. ***User-Friendly Housing of Collections.*** We believe no book stack should be taller than 66 inches, have 48-inch clear aisles, and be no more than 80 percent capacity (80% means there would be no less than seven inches of clear space at the end of each 36-inch bookshelf). Sloped shelves (also known as tilted shelves) should be deployed for the two lowest rows, with the lowest shelf positioned such that items could be easily grasped at least 15 inches above the floor – per Americans With Disabilities Act (ADA) requirements.
3. ***Proper Ratio of Seating to Collections.*** The Neighborhood Library ratio should be 1:1500 to 1:1800 (one seat per 1,500 collection items, etc.); Community Library ratio of 1:1200 to 1:1500; Regional Library ratio of 1:1000 to 1:1200; and 1:800 to 1:1000 for a Central (Main) Library exclusive of special collections, such as Government Documents, Local History, Genealogy, and/or Archives.
4. ***Significant Technology for Public & Staff.*** It is not only the numbers of computers, but also what they can do, where they are located, and how they are organized. Stand-up Internet Express and PAC stations, productivity (with word processing, spreadsheet, presentation, etc. software capabilities), collaborative stations, laser color printers, gaming stations for children, tweens, teens, adults, seniors, etc. – all mut be taken into consideration.
5. ***Age-Specific Spaces.*** Spaces that are inviting to the age groups: e.g., Children's Services with good space and furniture/equipment for very young (0 to 5 years old) and older children (5 to 10), tweens (10 to 13), teens (13 to 17), adults, and seniors (arm chairs they can easily get in and out of) and adequate daylighting for all ages.
6. ***Public Meeting Spaces.*** A variety – multi-purpose meeting rooms, conference rooms, group study rooms, individual/two/ three-person rooms for tutoring and/or research, each outfitted with good technology and good visual access to and into the rooms. The size of the building will determine how many rooms of each type are ideal, and their capacities.
7. ***Adequate Staff Workspace.*** Minimum space in a range of 150 to 200 NASF per FTE staff member, based on the items needed to function properly. See Appendix 2.3 for a list of components typically found in Staff Workrooms, under the heading Library Support Spaces.
8. ***Sustainable Building Infrastructure.*** Excellent lighting suited to the task, comfortable HVAC systems, ADA-compliant rest rooms, water-efficient plumbing fixtures, insulated-glass windows with exterior shading devices, a dry-pipe fire suppression system, etc.

Building Infrastructure Design Guidelines

The assessments of current library facilities, and the cost estimates for new modern library buildings will be developed based on the following guidelines and their characteristics, many of which contribute to sustainable architecture:

- ***Single-Level Building:*** Under 60,000 square feet, promoting staffing efficiencies.
- ***Adaptable to Future Change:*** Open spaces with minimal opaque partitioning, glass partitions where appropriate for security and acoustical control, and accessible infrastructure distribution systems.

- ***Elevated Floor Slab:*** Under floor access, adaptability to future changes, mitigating expansive soil problems.
- ***Long-Span Superstructure:*** Fewer columns, making space more adaptable in accommodating shelving and responding to future change.
- ***Sloped Standing Seam Metal Roof:*** Lasting water-tight quality, reflective of sunlight, non-combustible for lower insurance premiums, and facilitating rainwater harvesting.
- ***Operable Windows:*** Facilitating user control to increase energy conservation,.
- ***Multi-Zoned HVAC System:*** Utilizing geothermal heat pump for energy conservation, providing user control for comfort. Consider variable refrigerant flow (VRF) ductless system for cooling and/or radiant floor heating and cooling.
- ***Plumbing Fixtures in Rest Rooms:*** Water conservation, ease of maintenance.
- ***Xeriscape Landscaping:*** Water conservation, ease of maintenance
- ***Drip Irrigation System:*** Water conservation.
- ***Fire Suppression System:*** Dry-pipe pre-action system for safety of people, materials, and building.
- ***Controlled Daylighting:*** Exterior sunshades, energy conservation.
- ***Task/Ambient Lighting:*** Lighting the task with user control, centralized controls for ambient lighting.
- ***LED Lighting:*** Low-voltage fixtures with Power over Ethernet (PoE) wiring to allow for gathering data on room usage.
- ***Electrical Power Distribution:*** Separate line and low-voltage wiring networks using accessible wire ways and PoE where appropriate, serving smart outlets.
- ***Consistent Signage:*** User-friendly and attractive, illuminated exterior signage with messaging capabilities and professional-looking high-contrast interior applications.
- ***Commercial Grade Carpet Tile:*** Ease of maintenance and replacement, antimicrobial treatment, low volatile organic compound (VOC) material content.
- ***Durable Finishes:*** Lifetime cost savings through ease of maintenance, improved appearance.
- ***Drive-Up Library Materials Return (Drive-In Pick-Up):*** For customer convenience, improving parking efficiency.

Shelving Specifications. Square footage requirements and collection capacities are based on:

- 48-inch minimum clear aisles throughout public spaces.
- 66-inch-high maximum for all adult collections.
- 48-inch-high face-out bins for easy/picture books and 66-inch high for the balance of youth collections.

Seating Specifications. Seating quantities are based on:

- Age-appropriate scale and amenities, diverse mix of seating types appropriate to the task and meeting spaces.
- No fabric on reader chairs for ease of maintenance and cleanliness. Durable, stain- and odor-resistant fabric on soft seating.
- Ergonomic seating for all computer and machine stations.
- Office systems furniture for staff workstations and some public computer and tutoring stations.

Technology Specifications. Information technology considerations are based on these primary goals:

- Fiber to the staff Desktop, wireless for the public.
- A minimum broadband speed of 100 megabits per second (Mbps) downstream and 15 Mbps upstream.
- PCs networked to multi-function Laser printer/photocopy/scanner/fax machines.
- All public and staff computers are refreshed at least every three to five years.

Square Feet (BGSF) per Capita. When discussing per capita measures of library space, the type of square footage (SF) in question is BGSF. The Consultants recommend TBML strive to establish a standard of 1.00 SF of library space per capita. Based on 2022 figures, TBML utilizes approximately 45,676 BGSF for an U.S. Census-estimated population of 112,914, which equates to 0.40 SF per capita.

Collections. The Consultants recommend that a reasonable standard for TBML is a total collection of no less than two items per capita (2.00). This number would exclude special collections such as Genealogy or New Mexico History.

Hours of Customer Service. The Consultants recommend hours of operation total a minimum of 62 hours per week, to improve service delivery and obtain greater value from the capital investments in library facilities. Hours should be consistent at all facilities, so as not to confuse the public.

Staffing. The Consultants recommend a branch library and/or Central Library support division deploys the following mix of staff:

- ***Manager:*** Assign one manager in each branch library and each support division. A manager will typically be a professional, as defined below. For public services units the Manager should spend at least 25 percent of his/her time assisting customers. The balance of his/her time will be devoted to managerial and/or library system responsibilities.
- ***Professional:*** Assign a minimum of two professionals in each branch library and each support division. A professional will usually have a master's degree in library and/or information science or a master's degree in an appropriate field related to his/her primary responsibilities. For public services units, a professional should spend at least 50 percent of his/her time assisting customers. The balance of his/her time will be devoted to collection development, program planning/execution, outreach, and/or library system responsibilities.
- ***Paraprofessional:*** Assign a minimum of two paraprofessionals in each branch library and/or support division. A paraprofessional will usually have a Bachelor or Associate (two-year) college degree or at least 10 years of library experience. For public services units, a paraprofessional should spend at least 50 percent of his/her time assisting customers. The balance of his/her time will be devoted to library system responsibilities.
- ***Clerical:*** Assign a minimum of at least one clerical position in each branch or support division. Clerical staff will usually have a high school education, and preferably an Associate degree or at least five years of library experience. For public services units, a clerical staff person should spend at least 25 percent of his/her time assisting customers. The balance of his/her time will be devoted to library system responsibilities.
- ***Page:*** Assign a minimum of at least one full-time equivalent (FTE) page (shelver) in each public services branch or support division. For public services units, the standard for determining the number of page hours required should be determined by the formula illustrated by the following example for Department X:
  - Assume an annual circulation of 300,000.
  - Assume in-library use of materials equal to 25 percent of annual circulation.
  - Assume new acquisitions each year equal to five percent of annual circulation.
  - Therefore, the total number of items to be shelved equals 300,000 + 0.25 x 300,000 + 0.05 x 300,000 = 390,000 items.
  - One Page should be able to sort, shelve, and conduct a quick shelf read at a rate of 75 collection items per hour. If the library has an automated materials handling system (AMHS) one Page should be able to shelve at a rate of 85 items per hour.
  - Assuming a standard work week is 40 hours, or 2,080 hours per year, then one page should be able to shelve 156,000 items per year (75 collection items per hour x 2,080 hours per year without an AMHS).
  - Therefore, there is a need for 5,200 page hours per year (390,000 items divided by 75 items per hour), or 2.50 FTE (5,200 page hours divided by 2,080 hours per year = 2.50 FTE).

  The equation can be summarized as follows:

  Page FTE = (annual circulation x 1.30)/156,000

  OR

  0.83 Page FTE per 100,000 items circulated annually

- ***Staffing a Public Services Unit:*** See operating costs based upon these recommended staffing levels for future branch libraries.

Public-Use Computer Space Allocations. The Consultants recommend TBML allocate net square footage (NSF) for various sizes of public computer stations, as follows:

- ***Public Access Computer (PAC):*** Stand-up station, 24 NSF.
- ***Express Computer Station:*** Stand-up station, 24 NSF.
- ***Computer Station:*** One seat, 36 NSF for adults and teens, and 30 NSF for children (seat and table heights vary, depending upon age).
- ***Dual Computer Station:*** Two seats for two persons at one computer or perhaps two persons at two computers, 48 NSF for adults and teens, and 40 NSF for children (seat and table heights vary, depending upon age).
- ***Collaborative Computer Station:*** Three to six persons at one or two computers, with a large wall-mounted monitor, 24 NSF per seat.

Public-use computers would require reservations, with the following time limits placed on usage:

- Express computer stations (15 minutes).
- Computer stations (60 minutes).
- Dual computer stations (60 minutes).
- Collaborative computer stations (as reserved).

Public Seating Capacities. The Consultants recommend TBML provide total quantities of public seating based on the following library building sizes:

- ***Neighborhood Library:*** Provide one seat for every 1,200 to 1,400 items.
- ***Community Library:*** Provide one seat for every 1,100 to 1,200 items.
- ***Regional Library:*** Provide one seat for every 1,000 to 1,100 items.
- ***Central Research Library:*** Provide one seat for every 800 to 1,000 items, exclusive of Local History, Genealogy, Special Collections, and Archives.
- ***Local History, Genealogy, Special Collections & Archives:*** Seating quantity would be determined by function and degree of public access.

Public Seating Space Allocations. The Consultants recommend each Library allocate net square footage for the various types of seats as outlined below. Seating is based on one seat per person unless otherwise noted.

- ***4-Place Table:*** One table with 4 reader chairs, 100 NSF.
- ***2-Place Table:*** One table with 2 reader chairs, 70 NSF.
- ***1-Place Table:*** One table with 1 reader chair, 35 NSF, or a study carrel, as an alternative to a table.
- ***Lounge Chair:*** One seat, 30 NSF, per lounge chair with a tablet arm or sharing one side table.
- ***Bench:*** Two persons, 10 NSF.
- ***Read Aloud:*** Large lounge chair or love seat-sized for an adult and one or two young children, 40 NSF.
- ***Floor Seat:*** Cushion/pillow on floor, for young children, 8 NSF.
- ***Café Booth/Banquet:*** One table with 4 seats, usually for teen or café spaces, 80 NSF.

Gathering Spaces. The Consultants recommend each Library provide the following types of gathering spaces, with total quantities of seating based on library building sizes:

- ***Multi-Purpose Meeting Room(s):*** Provide a large, sub-dividable room that accommodated – when divided into multiple rooms – a ***minimum*** seating capacity for the given sized divided rooms, allocated as follows:
  - ***Neighborhood Library:*** Provide one room of at least 50-seat capacity when not divided.
  - ***Community Library:*** Provide one room of at least 75 seats when not divided.
  - ***Regional Library:*** Provide one room of at least 150 seats when not divided.

- ***Central Library:*** Provide a total capacity of at least 250 seats dividable into three rooms (75 seats + 75 seats + 100 seats = 250 seats).

- ***Classrooms:*** Provide a range of seating capacities as follows:
  - 25-seat capacity to
  - 35-seat capacity.

- ***Conference Rooms:*** Provide a variety of rooms, depending on the size of the Library, with minimum seating capacities around standard table configurations, as follows:
  - 8-seat capacity.
  - 14-seat capacity, or up to
  - 20-seat capacity.

- ***Collaborative Group Study Rooms:*** Provide multiple glass-enclosed group study rooms, in at least two sizes:
  - 4-seat capacity, round table.
  - 6-seat capacity, rectangular or round table.

- ***Tutoring/Research Stations:*** Each station should accommodate one to three persons. These stations should be built using office system furniture for more easily reconfiguration and because constructing such a small footprint as a wall-enclosed room with a door would be an inefficient use of square footage due to ADA requirements.

Sustainability of Library Buildings. Sustainable library systems require operational cost efficiencies, many of which are facility-centric and include factors that should be designed into modern public library facilities to reduce the carbon footprint of the entire community such as these:

1. Provide more hours open to make highest and best use of taxpayer investments in library buildings because the return on that investment is at least $4.64 according to multiple studies.
2. Rely on a "Just in Time" service delivery mode versus the traditional "Just in Case" library model, to improve customer service and reduce the need for on-site storage of most everything.
3. Provide an assortment of government and community services in addition to traditional library service offerings through cross-training of staff and partnerships with community, with service providers supplying staff and the Library providing space.
4. Implement a "Less is More" attitude toward library space and collections so visual supervision of spaces by personnel is enhanced, as is the ability to find items on the shelves. Less walls, lower shelves, and wider aisles make libraries easier for customer to navigate and find what they need, and for staff to provide good customer service while supervising the space.
5. Deploy open, barrier-free, multi-use spaces that can be easily reconfigured using moveable and/or dual-use furniture and equipment, rather than building single-use spaces that might sit empty most of the time. Use of multi-lingual signage, wayfinding, and graphics to assist customers in finding what they need.
6. Provide a small contingent of unstaffed space available with secure access after regular library hours, supported by automated equipment.
7. Less construction means less expensive projects. Adaptable infrastructure results in longer lasting building life, but not at the expense of operational cost efficiencies.
8. Provide an assortment of gathering spaces – of various sizes and types – that can support normal library functions and special occasions – such as emergency operations, with the multi-purpose

meeting room able to act as a back-up Emergency Operations Center (EOC) if properly outfitted with infrastructure.

9. Deploy demountable partitions and/or durable face materials for ease of removal and reconfiguration while minimizing the number of doors required – used only where security and/or acoustical privacy is required.
10. Paint exposed structure instead of installing dropped ceilings – to aid in future adaptability of infrastructure and as a cost savings measure. Find other acoustical attenuation solutions where needed.
11. Employ automation and customer self-service to streamline staff workflow and improve the user experience.
12. Loan laptops and other devices in place of desktop computers, supported by a variety of seating options. Loan portable battery packs and Wi-Fi hotspots for in-Library and take home uses.
13. Use 5G wireless connectivity and loanable computers/tablets to replace some desktop computers that require hard-wired connections. In their place, install collaborative desktop computers/monitors with high end software for two- or three-person use at one time.
14. Install solar panels on roofs to provide on-site power generation and storage via batteries, to shade the roof membrane and reduce heat gain.
15. Connect smart electrical panels to the solar panel network to accommodate battery storage and panel-generated power.
16. Install low voltage power networks with power monitoring to replace a portion of line voltage power outlets and wiring.
17. Deploy smart light emitting diode (LED) lighting that gathers data on space occupancy via low-voltage electrical circuits that use Cat-6 cabling for power and data collection without requiring metal conduit.
18. Employ geothermal heat pump/variable flow refrigerant configuration of direct expansion (DX) heating, ventilation, air conditioning (HVAC) systems that require minimal duct work and offer redundancy in case of emergency.
19. Optimize floor to ceiling/deck height to allow for temperature stratification in spaces and deeper penetration of natural light while enhancing visibility of signage and navigation of spaces. Use natural and mechanical ventilation to exhaust hot air from high spaces, while considering ways to allow cool outside air into low spaces in the building via gravity versus mechanical ventilation.
20. Configure external solar shades at windows depending on directional exposure (horizontal south-facing, vertical west-facing) to reduce solar heat gain and reflect light into the interior.
21. Deploy double membrane walls, glazing, and roofs.
22. Super-insulate roofs (R-50+), walls (R-32+) and floors (R-20+) for the quickest payback in capital investments.
23. Replace single-pane glass with double- or triple-pane insulated glass.
24. Harvest rainwater to capture non-potable water for potential use in landscape irrigation and grey water plumbing systems.
25. Provide electric vehicle (EV) and electric bicycle charging stations at all facilities.

Resiliency. Each new Library should be constructed to serve as an Emergency Shelter/Response location for the City (withstand high force winds, have emergency power/redundant infrastructure systems, etc.). New library furniture and equipment should already be designed for mobility/ease of reconfiguration, so making space for large gatherings of people or cots should be second nature.

Appendix 2.3
Library Space Standards

Library Space Planning Standards

Based upon years of experience in library planning, programming, designing, furnishing, equipping, and monitoring construction, the Consultants have developed a set of Library Space Planning Standards that we firmly believe result in a 21st century library facility that is ADA-compliant, user-friendly, and can be designed and built economically. The standards are organized into four categories:

- Personnel Offices & Workstations.
- Library Collections.
- User Seating & Gathering Spaces.
- Library Support Spaces, i.e. spaces required for a library-specific function, as opposed to support functions for any building such as restrooms, electrical rooms, stairs, etc.

For each of the four sections, the Standards provide the following:

- A brief description of the occupancy, activity, or task associated with the standard.
- A space code, designated for shorthand reference to specific items. Suffix code "A" is a specified size larger than "B" which is larger than "C" etc. Suffix "X" is of variable size needed to fit the given function.
- The net square feet (NSF) required to adequately accommodate each item, occupant, activity, and/or task.
- Notes that provide additional information.

The square footage projections for each Library are based upon the ability to accommodate the square footages recommended below and in the planning guidelines recommended in Appendix 2.2.

Personnel Offices & Workstations

PO = Private office with door* SPO = Semi-Private Office (office systems furniture workstation/cubicle)

** The Consultants recommend no private office be less than 150 square feet.*

position	*space code*	*NSF per office*	*notes*
Library Director	PO-A	300	Privacy & security required, host group meetings
Assistant Library Director	PO-B	250	Privacy & security required, host group meetings
Services Supervisor	PO-C	200	Privacy & security required, host group meetings
Department Supervisor	PO-D	180	Privacy & security required, host group meetings
Branch Manager	PO-E	150	Privacy & security required, host group meetings
Secretary	SPO-F	96	Cubicle, too large, not recommended
Technical Services Librarian	SPO-G	64	Cubicle, accommodate two book trucks
Public Services Librarian	SPO-H	48	Cubicle, presumed limited time at workstation
Library Associate	SPO-H	48	Cubicle, presumed limited time at workstation
Library Assistant/Specialist	SPO-H	48	Cubicle, presumed limited time at workstation
Library Clerk	SPO-I	36	Cubicle, presumed limited time at workstation
Custodian/Building Maintenance	SPO-I	36	Cubicle, presumed limited time at workstation
Library Shelver (Page)	SPO-J	24	Cubicle, shared workstation with other shelvers
Volunteer	SPO-J	24	Cubicle, shared workstation with other volunteers

Library Collections

SHLV = Cantilevered steel units with adjustable shelves, maximum upright height determined by material format

materials format	*space code*	*NSF per item*	*notes*
Current Periodicals	SHLV-A	1.00	66" high, face-out display, hinged tilt shelf over flat shelf
Youth Kits	SHLV-A	1.00	66" high, hanging bags
Popular Display	SHLV-B	0.33	60" high, combination face-out and spine-out display, minimum items per shelf
Reference/Research (all ages)	SHLV-B	0.33	48" high, spine-out
Backfile Periodicals	SHLV-C	0.15	66" high, spine-out. bound, in “Princeton” boxes, or lying on flat shelf
Oversize	SHLV-C	0.15	66" high, spine-out, some very large may lay flat
Special Collections	SHLV-D	0.12	66" high, spine-out
Adult Fiction	SHLV-E	0.10	66" high, spine-out
Adult Non-Fiction	SHLV-F	0.09	66" high, spine-out
Large Print	SHLV-F	0.09	66" high, spine-out
Teen Fiction/ Non-Fiction	SHLV-F	0.09	66" high, spine-out
Youth Non-Fiction	SHLV-F	0.09	66" high, spine-out
Books-on-CD	SHLV-F	0.09	66" high, spine-out or special housing to be determined
Youth Fiction	SHLV-G	0.08	66" high, spine-out
Easy/Picture Books	SHLV-H	0.07	48" high, in bins face-out or spine-out
Music CDs	SHLV-I	0.05	66" high, face-out display, or 48" high, in bins or special housing
DVDs	SHLV-I	0.05	66" high, face-out display, or 48" high, in bins or special housing
Artwork Display/Storage	SHLV-X	2.00	60" high, size varies, display of circulating flat art

User Seating & Gathering Spaces

seat/ station type	*space code*	*NSF per seat**	*notes*
Collaborative Computer Station	SPO-G	64	Systems furniture workstation, number of ergonomic task chairs varies from 3 to 6
Two-Place Computer Station	SPO-H	48	Systems furniture workstation, 2 ergonomic task chairs
One-Place Computer Station	SPO-I	36	Systems furniture workstation, ergonomic task chair, CPU mounted under work surface
Tutoring Station	SPO-I	36	Systems furniture workstation, 2 ergonomic task chairs
Microform Machine	SEAT-A	45	“Microform” includes microfilm & microfiche, ergonomic task chair
Read Aloud Lounge Seat	SEAT-B	40	Two-passenger unit

** Unless otherwise noted.*

User Seating & Gathering Spaces *(continued)*

seat/ station type	*space code*	*NSF per seat**	*notes*
Study Carrel	SEAT-C	35	Square feet per person, conventional study carrel not recommended
One-Place Table	SEAT-C	35	Square feet per person
Two-Place Table	SEAT-C	35	Square feet per person, reader chair
Lounge Seat	SEAT-D	30	One-passenger unit, includes shared side table or tablet arm
Visual Magnifier	SEAT-D	30	Square feet per person
Conference Room	SEAT-D	30	Square feet per person, conference room includes credenza
Group Study Room	SEAT-D	30	Square feet per person, ergonomic task chair
Tutoring Room	SEAT-D	30	Square feet per person, ergonomic task chair
Four-Place Table	SEAT-E	25	Square feet per person, reader chair
Computer Lab	SEAT-F	20	Square feet per person, ergonomic task chair at training table
Café Booth & Table	SEAT-F	20	Square feet per person, banquette seating at table
Children's Four-Place Table	SEAT-F	20	Square feet per person, reader chair or stool
Multi-Purpose Meeting Room	SEAT-G	15	Square feet per person, stack chair at training table
Children's Classroom Room	SEAT-H	12	Square feet per person, combination floor & chair seats
Multi-Purpose Meeting Room	SEAT-H	12	Square feet per person, stack chair only, no tables
Multi-Purpose Meeting Room	SEAT-I	10	Square feet per person, stack chair only, no tables, no presentation area
Youth Floor Seat	SEAT-J	8	Square feet per person
Bench Seat	SEAT-K	5	Square feet per person, two-passenger recommended for efficiency

** Unless otherwise noted.*

Library Support Spaces

item/ space	*space code*	*NSF per item*	*notes*
Customer Service Desk	SVDSK-A	120	Per station, Check-out desk, seated or stand-up work space, public queuing
Public Service Desk	SVDSK-B	80	Per station, Research/Teen/Children's desk, seating & work space, public queuing
Reference/Research Station	SVDSK-C	64	Research desk, stand-up work space for 1 staff & public
Information Desk	SVDSK-D	48	Seating & work space for 1 staff & public
Self-Check Station	SVDSK-E	30	No staff, public queuing
Information Kiosk	INFO-A	30	Electronic station, no staff
Shared Computer Station	SPO-I	36	Systems furniture workstation, ergonomic task chair
PAC Station	SPO-J	24	Public access computer, systems furniture workstation, stand-up, no seat

Library Support Spaces *(continued)*

item/ space	*space code*	*NSF per item*	*notes*
Express Internet Station	SPO-J	24	Stand-up, systems furniture workstation, no seat
Printer/Scanner Station	SPO-K	16	Table-top machine, systems furniture workstation
Printer/Scanner/Fax Station	COPY-A	48	Free-standing machine
Paper Cutter	TOOL-A	12	Table-top unit
Laminator	TOOL-A	12	Table-top unit
Binding Machine	TOOL-B	8	Table-top unit
Art or Youth Feature	ART-X	50	Size varies, recommended minimum size
Literature Rack	LIT-X	24	Size varies, free-standing, wall-mounted, or Service Desk mounted
Atlas Case/Stand	ATLS-X	12	Size varies, not recommended, best to house atlases on steel book stack shelving
Dictionary Stand	DICT-X	8	Size varies, not recommended, best to house dictionaries on book stack shelving
Globe	GLOB-X	9	Size varies
Display Case	CASE-X	50	Size varies, freestanding, wall-mounted, or recessed
Map Case/Flat File Cabinet	FILE-F	40	Space allows for extended drawer & user
Microform Cabinet	FILE-M	30	“Microform” includes film and fiche, space allows for drawer extended & user
File Cabinet	FILE-L	20	Lateral-pull cabinet
File Cabinet	FILE-V	18	Vertical front-pull cabinet, not recommended
Library Materials Return	MDRP-A	225	Includes drive-up return & drive-up checkout, includes fire suppression
Library Materials Room	MDRP-B	64	Walk-up return room, includes fire suppression
3-Bin Automated Sorter	AMHS-3	56	RFID-based automated materials handling system sorting conveyor with parking for 3 bins
7-Bin Automated Sorter	AMHS -7	78	RFID-based automated materials handling system sorting conveyor with parking for 7 bins
9-Bin Automated Sorter	AMHS -9	90	RFID-based automated materials handling system sorting conveyor with parking for 9 bins
Book Bin Parking	BKTRK-A	10	Book bin, in Library Materials Return Room or at Customer Service Desk
Book Truck Parking	BKTRK-B	8	Large truck. double-sided, 3 shelves each side
Book Truck Parking	BKTRK-C	5	Small truck, single-sided, 3 shelves
Baby Stroller Parking	STRLR-A	8	Two-passenger covered stroller
Work Counter	CNTR-A	48	Up to 12 linear feet of countertop, base and/or wall cabinets for storage are optional
Work Counter with Sink	CNTR-AS	48	Up to 12 linear feet of countertop & sink, base and/or wall cabinets for storage are optional
Work Counter	CNTR-B	32	Up to 8 linear feet of countertop, base and/or wall cabinets for storage are optional
Work Counter with Sink	CNTR-BS	32	Up to 8 linear feet of countertop & sink, base and/or wall cabinets for storage are optional
Workroom Shelving	SHLV-DF	20	Double-face section
Workroom Shelving	SHLV-SF	10	Single-face, wall-mounted section

Library Support Spaces *(continued)*

item/ space	*space code*	*NSF per item*	*notes*
Worktable	WKTBL-A	96	Up to 4 ergonomic task chairs
Worktable	WKTBL-B	75	Up to 2 ergonomic task chairs
Staff Locker	LKR-A	6	Per locker, full-height units
Staff Locker	LKR-B	3	Per locker, half-height units
Public Lending Locker	LKR-C	1	Per locker, five units high, for after-hours lending or special purpose use
Coat Rack	COAT-X	4	Size varies by capacity
Storage/Supply Room	STOR-X	150	Size varies, recommended minimum size, convertible to PO-E
Supply Cabinet	STOR-A	20	Size varies, recommended minimum size
Recycle Station	STOR-E	9	Four sorting bins
Trash Receptacle	STOR-F	4	Single trash can
Safe	SAFE-X	8	Size varies, in floor-mount recommended
Card Catalog	CARD-X	16	Size varies, only recommended for housing legacy files
Performance Area	STAGE-X	100	Size varies, within Multi-Purpose Meeting Room or Teen area
Lectern	STAGE-C	10	Co-locate with Multi-Purpose Meeting Room
Green Room	VEST-C	64	Recommended minimum size
Kitchen	KIT-A	120	10’ x 12’ room
Kitchen	KIT-B	80	8’ x 10’ room/space
Kitchenette	KIT-C	32	Up to 8 linear feet of countertop & sink
Kitchenette	KIT-D	20	Up to 5 linear feet of countertop & sink
Vending	VEND-A	25	Large machine
Vending	VEND-B	15	Medium machine
Vending	VEND-C	10	Small machine
Vestibule	VEST-X	84	Size varies, recommended minimum size – ADA requirements apply
Entrance Lobby	LOB-X	200	Size varies, recommended minimum size
Display/Gallery	GAL-X	200	Size varies, recommended minimum size
Building Directory	DIR-X	12	Electronic monitor, size varies, recommended minimum size
Computer Data Center	DATA-X	400	Size varies, based on number of servers accommodated over time
Computer Equipment Room	DATA-A	80	Minimum closet size recommended
Telecomm Equipment Room	TELE-X	81	Size varies, recommended minimum size
AV Equipment Room	EQUIP-X	64	Rack-mounted equipment only, size varies, recommended minimum size

Library Support Spaces *(continued)*

item/ space	*space code*	*NSF per item*	*notes*
Loading Room/Dock	LOAD-X	144	Size varies, recommended minimum size
Maintenance Room	MAINT-X	200	Workbench & supply storage, size varies, recommended minimum size
Janitor Closet	MAINT-A	55	Includes sink/mop basin, storage shelving, rolling cart parking
Public Toilet	TLT-3	120	ADA-compliant, 3 toilets/urinal & 2 lavatories in room
Staff Toilet	TLT-1	50	Uni-sex, ADA-compliant, single toilet & lavatory in room
Library Café	CAFÉ-X	500	Size varies, prep/serving area only, seating specified in User Seating & Gathering
Library Coffee Cart	CAFÉ-C	64	Mobile cart
Library Store	STORE-X	225	Size varies, minimum for Friends of the Library or Outside Vendor

Appendix 2.4
Library Parking Guidelines

With most public libraries, adequate off-street parking – accessible and convenient to the primary entrance of the library building – is a principal factor in user satisfaction, as well as the amount of use a library will receive. Without adequate parking, there is every reason to anticipate usage of the library will not reach its full potential. Godfrey's Associates (the Consultants) believe this is true of both Central and branch libraries. The Consultants recognize that ride-share services such as Lyft and Uber are increasingly being used by people for short trips. We also recognize that the autonomous (driverless) vehicle is on the horizon and will have an impact, along with ridesharing, on the need for parking spaces at public libraries.

Parking Determination Factors

There are different ways to determine the number of spaces required. A review of the different factors follows.

Ratio of Square Footage to Parking. In the zoning ordinances of many municipalities, parking requirements for public use and commercial facilities are often expressed as a ratio of the square footage of the building. For example:

- One parking space for every four hundred square feet of building space, or
- One square foot of parking area (not parking spaces) for one square foot of building space.

Ratio of Parking to Seating. Another factor relates needed parking to seating requirements. Assuming a vehicle typically carries two people, the ratio of one parking space for every two reader seats within the library building is one factor. This number must be supplemented with parking for the meeting rooms in the building. The latter are often covered by local ordinance, even if library buildings are not specifically covered.

Parking for Staff. Parking for staff may also be regulated by local ordinance. Failure to provide adequate staff parking may become a source of staff frustration and discontent. Staff parking should be provided in a quantity of one parking space for every 1.5 full-time equivalent (FTE) staff.

Parking for Volunteers. Parking for volunteers should also be provided. Local ordinances for staff may include volunteers. If not, volunteers should be included as part of staff on any FTE count for the purposes of calculating total parking needs.

Main Library Parking Requirements

There are no standardized parking calculations for a Main or Central Library the Consultants are aware of. In a survey of several major urban libraries conducted by the Consultants, the amount of parking available for users and the staff ranged from 55 spaces to over 2,000. In every case except the 2,000 plus spaces, the library indicated that the number of parking spaces was inadequate.

Parking provided for many of these libraries was determined not by what was needed, but by the available space on site that could be allocated for parking. Other factors that influenced these projects were the availability of public transit, the corresponding number of customers expected to drive to the library, the number of seats in meeting rooms, and planning for subsequent expansion of the library building.

In developing library parking requirements for a typical Main Library building, we base our recommendations on the following:

- The total size of the facility.
- A likelihood of between 70 to 90 percent of library users will arrive by vehicle.

The Consultants propose three alternative calculations for determining Main Library parking spaces:

1. One parking space per every 400 to 500 square feet (SF) of building, stated as:

   $$\frac{\text{XXX,XXX square feet}}{\text{400 or 500 SF}} = \text{YYY parking spaces}$$

2. One parking space per every two adult reader seats pus every five seats in a multi-purpose meeting room, stated as:

   XXX reader seats = YYY spaces
   2

   plus

   XXX seats in meeting room(s) = YYY spaces
   5

   = YYY total parking spaces

3. One Parking space for every 150 square feet of public curriculum space, plus every 400 square feet of staff offices/workroom space, plus every five seats in meeting room(s), stated as:

   XXX, XXX SF public space = YYY space
   150 SF

   plus

   XX,XXX SF staff space = YYY spaces
   400 SF

   plus

   XXX seats in meeting room(s) = YYY spaces
   5

   = Y,YYY total parking spaces

Branch Library Parking Requirements

To provide adequate parking based upon the factors described above, the Consultants recommend:

- One parking space for every 300 building gross square feet (BGSF) is necessary for Neighborhood Libraries up to 15,999 BGSF.
- One space for every 350 BGSF for Community Libraries up to 29,999 BGSF.
- One space for every 400 BGSF for Regional Libraries up to 60,000 BGSF.

For buildings above 60,000 BGSF, we recommend the Main Library factors be applied.

Land Requirements for Parking

To provide for each parking space, points of access and egress, turning spaces, and landscaping, the standard for square feet per parking space is 350. Thus, for a 20,000 square foot community library with 57 parking spaces, the land required for the parking would be 19,950 square feet.

Shared Parking

Depending upon where the new facility is located, it may be possible to share parking with an adjacent building(s). For instance, a public library's greatest need for parking is typically:

- Morning, when many senior citizens use the building and/or story hours are held.
- The noon hour, when many persons visit during their lunch break.
- After school until about 5:30 or 6:00 PM.
- Mid-evening from 7:30 to 8:30 PM.

Of course, there are also great demands for parking on weekends, and when there is a special event featuring a well-known author, or popular class planned for a meeting room. These times sometimes conflict with the needs of other buildings, especially in the afternoon and weekends. Therefore, shared parking while feasible, should not be viewed as an answer to more than 15 to 20 percent of the library's total needs.

Electric Vehicle Recharging Stations. A case could be made that electric vehicle (EV) recharging stations are a form of shared parking, as recharging is a temporary function reserved for specific vehicles. The trend is toward more EVs, whether they be used for ride-share or personal use.

If not already in place, consider future zoning requirements that will allocate several parking stalls for EV recharge, like the quotas for reserved parking for the handicapped.

Conclusion

Lack of adequate parking is a frequent complaint expressed by persons who frequently use public libraries. There are also reported instances when the absence of safe, convenient parking has been a principal reason for persons not using their public library.

The public library is a service business. As for any successful business, adequate parking must be provided – parking that is convenient and safe – if library policymakers expect their public library facility(s) to be utilized to maximum potential.

Appendix 2.5
Library Site Evaluation Criteria

Library Site Evaluation Criteria

Once the general location of a future library is determined by service area drive-time analysis, any new parcel of land identified as a potential library site should be selected based on a list of criteria that reinforces the goals of the Thomas Branigan Memorial Library (TBML). It is critical to approach the site selection process for a new public library with care. The ultimate success of any new library facility will be largely determined by where it is located. Acquiring anything less than a good site will prove to be a false economy in terms of the life-cycle costs of the facility. The wrong site will hinder public use of this important community resource.

Criteria for Site Evaluation. A principal tenet of real estate for centuries has been to determine the "highest and best use" of the land. In keeping with this tenet, the criteria listed below should be taken into account as each candidate site is evaluated, in the following order of priority:

1. ***Site Capacity, Now & Future:*** The site ***must*** be large enough to provide sufficient land for:
   - The projected library footprint.
   - Required parking for users, staff, and volunteers, on- or off-site. Any restrictions to having an adequate number of parking spaces will prove to be detrimental.
   - Necessary allowances for zoning-required setbacks and suitable landscaping.
   - Future expansion of both building and parking.

   Rules of Thumb. The Consultants recommend a parcel's land area equate to at least four times the size of the building footprint. Parking guidelines recommended in Appendix 2.4 result in required surface parking square footage roughly equaling the footprint square footage, with zoning setbacks, landscaping, and future expansion area occupying the remainder of the parcel.

   One-story library buildings are highly favored over multiple floors for operational cost-savings issues. Libraries less than 60,000 square feet in footprint should house all space on one floor for operational efficiency and ease of public access.

2. ***Legal Matters:*** If a candidate site proves to be large enough, then legal impediments to site ownership and/or development ***must*** be identified, such as:
   - The existence of easements, restrictive covenants, or other restrictions can serve to limit the amount of land on which a building can be located, i.e., the "buildable" area of the site, or
   - A site comprised of multiple parcels owned by several persons and/or entities could be difficult to acquire and/or take an extended period.

3. ***Development Cost:*** Once the above figurative hurdles have been cleared, the costs to develop a given site become a driving factor in the selection process. Issues to consider include:
   - The dollar value of the site.
   - Revenue loss if tax- or income-producing property is displaced.
   - Demolition costs.
   - Relocation costs for any existing site occupants.
   - The cost of providing or extending utility service.
   - Construction of drives and roads needed to fully access the site.
   - Any unusual site development and/or extra construction costs such as:
     - Poor soil conditions.
     - Limitations of the site such as requiring underground versus above grade parking,
     - Excessive drainage and/or earthwork.
     - Site configuration resulting in a less efficient layout and a corresponding more expensive operational solution.

4. ***Physiography:*** Issues such as the topography of the site and solar orientation are important considerations when considering operational costs. Orientation considerations include excessive heat gain from the west sun, and/or entrances exposed to prevailing winter winds or ice build-up. Topography issues include excessive slope that could not be easily mitigated or might reduce the buildable area of the site.

5. ***Accessibility:*** The site should be easily accessible by automobile and public transit, and within walking and/or bicycling distance of some potential users.
6. ***Visibility by Passersby:*** A highly visible site, along a major street (but ***not*** a major highway), along with easy accessibility, is ideal.
7. ***Building "Fit" into the Fabric of the Community:*** How will the library fit into the community and its neighborhoods, now and in the future? Are adjacent land uses compatible with library service?
8. ***Views, Distant & Close:*** What does one see from the library site looking outward, across the street, and several blocks away?

Ranking the Sites. Once the site selection criteria have been agreed upon, the next step in the process is to assign a point value to each of the above criteria. Each factor and sub-factor should be given a point value. The Consultants suggest the sum of points should be 100. The site that receives the most points is determined to be the best site. If the development costs of two or more sites were within proximity of each other, then the total site scores should be taken into consideration.

Tie-Breaking Factors. The last five criteria can serve as tie breakers. Purchase price of the site should not be the first consideration since the cost of the site will most likely be a fraction of the project costs for a new or replacement library – typically in the range of between 2 to 8 percent of total project costs. Property cost could be considered in addition to the 100 points of the other criteria, as a tie-breaking factor.

Appendix 2.6
State of U.S. Public Libraries – More Popular & Digital Than Ever

Appendix 2.6

State of US Public Libraries – More Popular & Digital Than Ever

by Nicholas Rizzo, WordsRated

February 17, 2022

State of US Public Libraries – More popular & digital than ever – WordsRated

This is a comprehensive analysis of the current state of public libraries in the US and the mapping of trends from 1992-2019. This report analyzes more than 12.5 million data points from all 50 states and nearly 17,500 libraries across the country.

With the latest reports, we were able to examine the impact of Covid-19 on public libraries in the US.

Key Findings

People think "libraries are dying". Visits to libraries in a 10-year decline (21.20% since 2009) while people borrow fewer books (19.21% less than in 2013).

Libraries are more popular than ever thanks to the strong shift to digital:

- More registered borrowers than ever (174.23 million, or 53.57% of the population).
- The total library collection size is larger and more digital than ever (58.75% of the collection).
- Library collection use is higher and more digital than ever (37.39% of all collection use)
- More library programs (6 million) and higher program attendance (125 million) than ever:
- Library program attendance now accounts for 10.01% of all visits to libraries, up 84% from 2009.
- States with the most programs per capita have more visits (88.25%), collection use (51.31%), and registered borrowers (12.21%) than states with least programs per capita.

It's never been more expensive to operate a library. Average operating expenses per library is $765,715 up more than 17.00% since 2014. Libraries costs are more administrative than ever – 89.18% spent on staff and other expenses vs only 10.82% on library collections.

Government funding hasn't covered library operating expenses since 1992. Libraries would be in a $4.38 billion deficit if relying on government funding alone. *Other Income* from donations, grants, fines, and fees addressed budget deficits and helped generate a $17.05 billion budget surplus.

Highest-funded states per capita have more visits (80.99%), collection use (122.49%), programs (73.31%), and program attendance (81.76%) than the lowest-funded states.

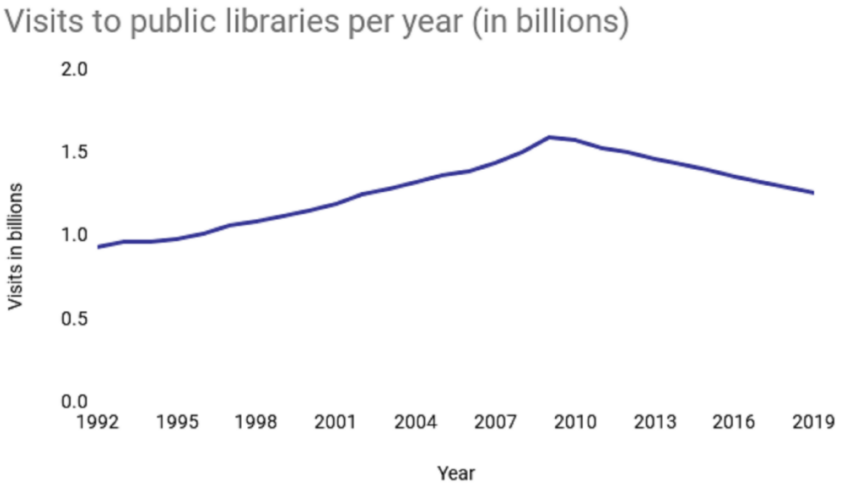
There's never been more libraries (17,468) or librarians (51,190), but library staff is still paid 35.07% below a livable wage for a family of three on average.

Why people think "libraries are dying"

A common question is whether or not libraries are dying or becoming obsolete. Before highlighting why that is not true, we wanted to highlight where these misconceptions come from:

- A decline in visits to libraries
- A decline in books and other physical collections being borrowed from libraries.

Visits in a 10-year decline



As a staple in American communities, the number of people visiting their local libraries had reached 1.59 billion in 2009, having grown 34.52%

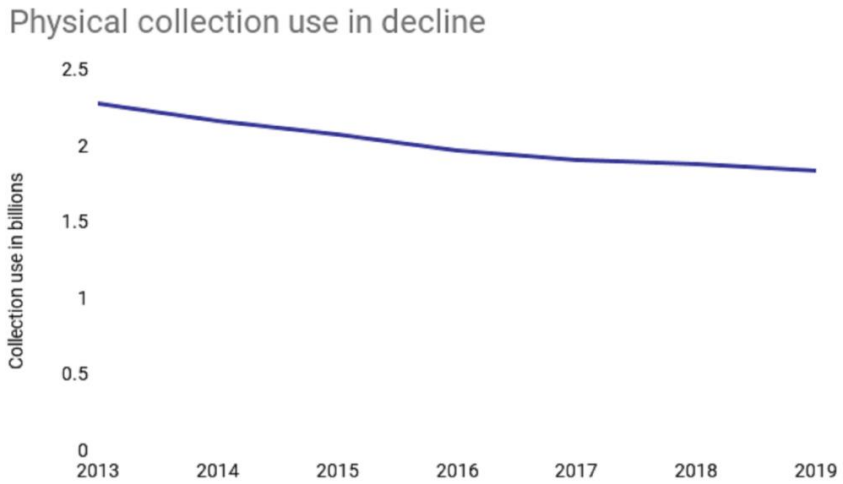
since 1992. Ever since its peak in 2009, the number of visitors has steadily decreased, dropping by 21.20% to 1.25 billion visits in 2019. Now there are an average of 3.85 visits to libraries per person in the US, a 14.81% decrease from 2014.

One reason why libraries are so great is that they allow you to read books and expand your vocabulary. They also often have computers that allows you to go online and play games like Wordle, Scrabble or Words with Friends.

People are borrowing fewer books

In addition to fewer people visiting libraries, fewer and fewer books are being borrowed each year as seen by the 19.21% decrease in physical collection use to 1.83 billion in 2019.

The logic seems simple enough, less people are going to the library and there are fewer books being borrowed, so "libraries must be dying", when in fact, libraries have never been more popular.

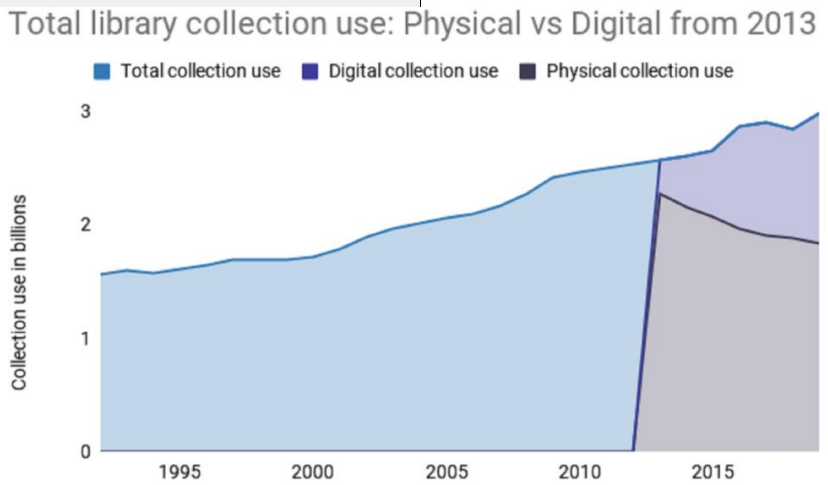


Libraries are more popular than ever

Using just visits and materials borrowed to assess libraries is outdated as the role of libraries and how they serve their communities is evolving.

This is because it fails to account for how libraries are evolving to serve their communities digitally, while also evolving how they make use of their physical space.

Total collection use reaches record highs

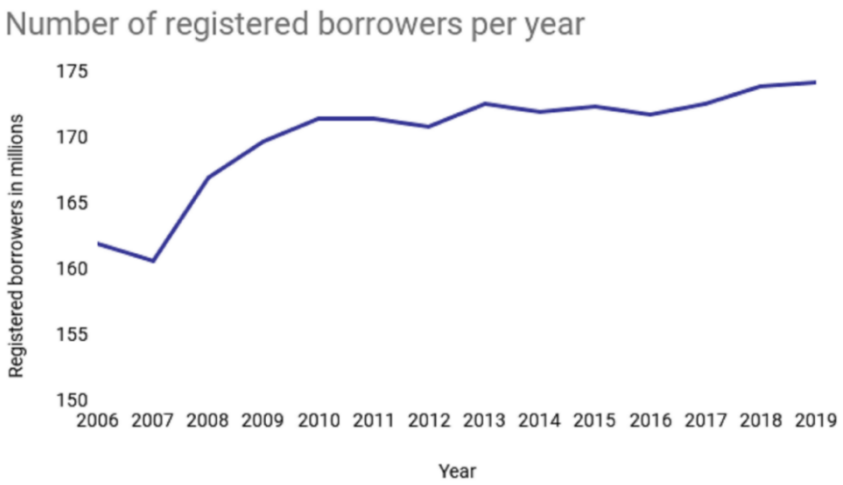


A library collection consists of all digital and physical materials it has to offer to its members. How much of that collection is borrowed or used is known as total library collection use.

Despite the decrease in physical collection use, total library collection use reached a record high of 2.98 billion in 2019, growing 15.96% since 2013. This is due to the 153.16% growth in digital collection use from 302 million in 2013 to 1.15 billion in 2019.

More Americans are registered borrowers at public libraries than ever

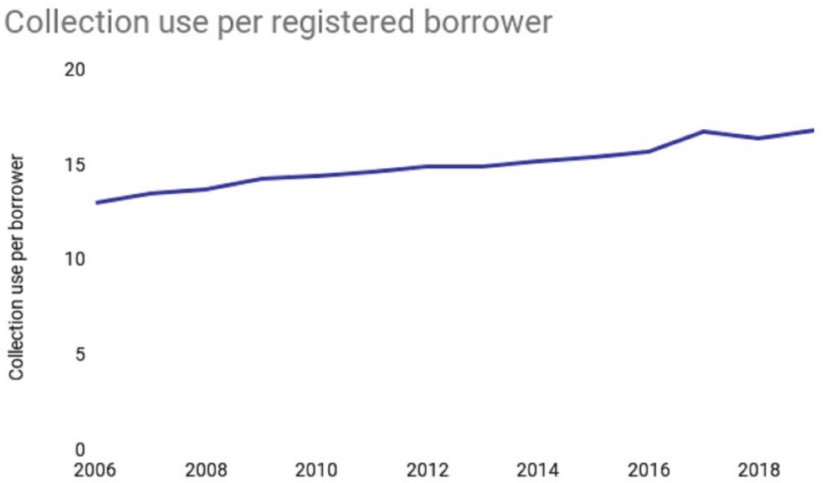
There were 174.23 million registered borrowers as of 2019, the highest ever.



This means 53.52% of all Americans are registered borrowers at a public library. The number of registered borrowers has been consistently growing, increasing 7.60% since they began measuring this metric in 2006.

Registered borrowers are more active than ever

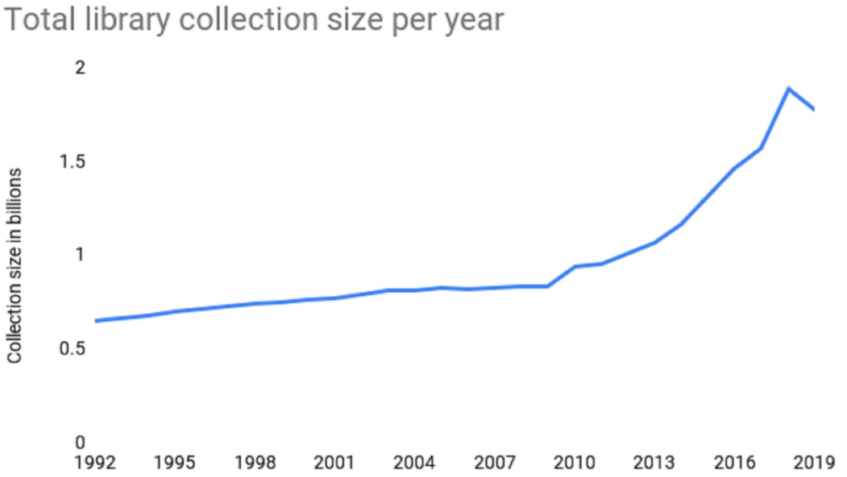
The 174.23 million registered borrowers at public libraries had an average collection use of 16.85 items in 2019, up 10.77% from 2014.



Between collection use and the number of registered borrowers being higher than ever, it's clear that libraries are not "dying". Libraries are evolving as they continue a strong shift to digital, providing more content digitally and finding new ways to use the physical space of libraries.

Library collections are larger and more digital than ever

The total collection size at public libraries grew 113.34% since 2009, peaking at 1.88 billion in 2018, before stabilizing at 1.77 billion in 2019.

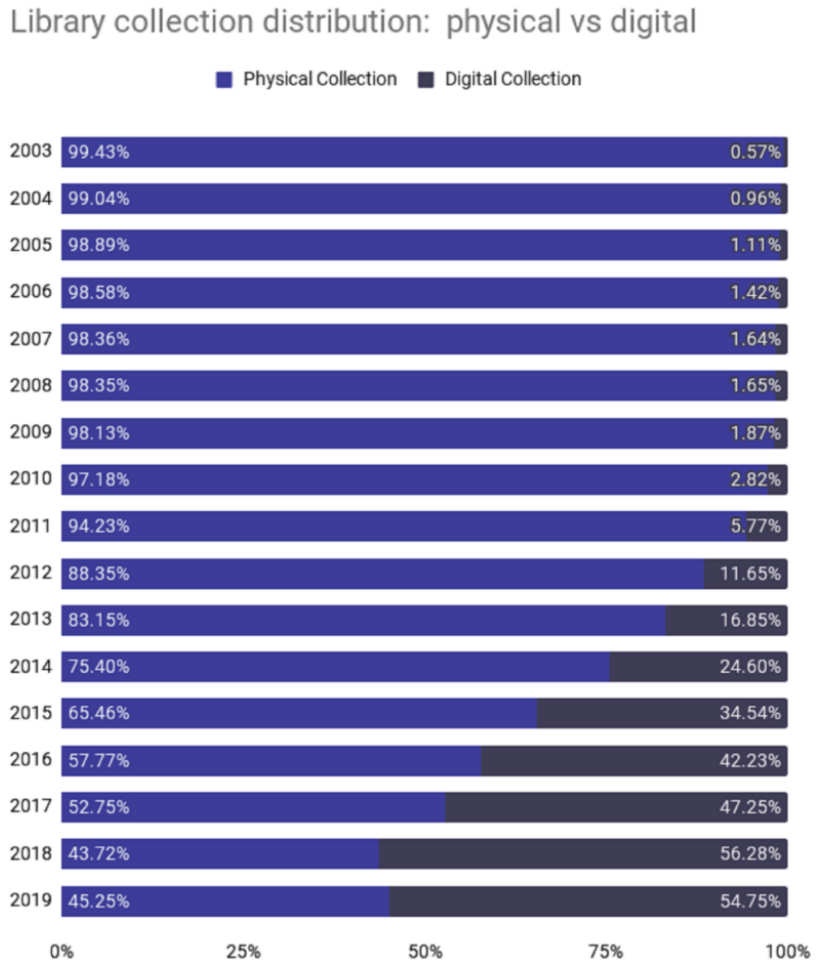


Appendix 2.6

State of US Public Libraries – More Popular & Digital Than Ever

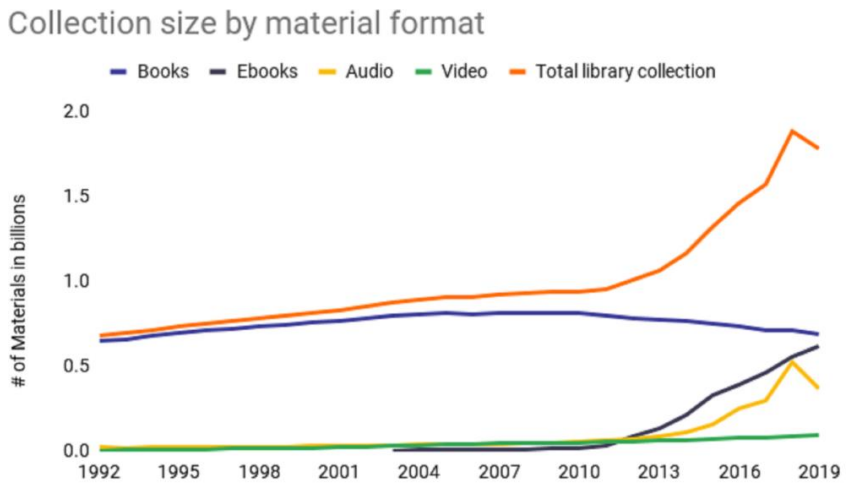
by Nicholas Rizzo, WordsRated
February 17, 2022

Library collections are now more digital than ever, with digital collections accounting for more than half of all collections in 2018 (56.28%) and 2019 (54.75%).



Just 10 years ago in 2009, physical items like books, magazines, newspapers, and physical video and audio materials accounted for 98.13% of library collections, being cut in more than half down to just 45.25% in 2019.

Collection size by format



The number of books in library collections reached its peak of 816 million in 2008.

It then began a steady decline, dropping 15.08% to 693 million books in 2019.

When the period of decline for books began in 2008, eBooks began to take off in growth, followed by audiobooks.

For the first time ever, eBooks account for more than a third of all library collections (35%) while books have declined from 91% in 2003 to 39% in 2019.

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State of US Public Libraries – More Popular & Digital Than Ever

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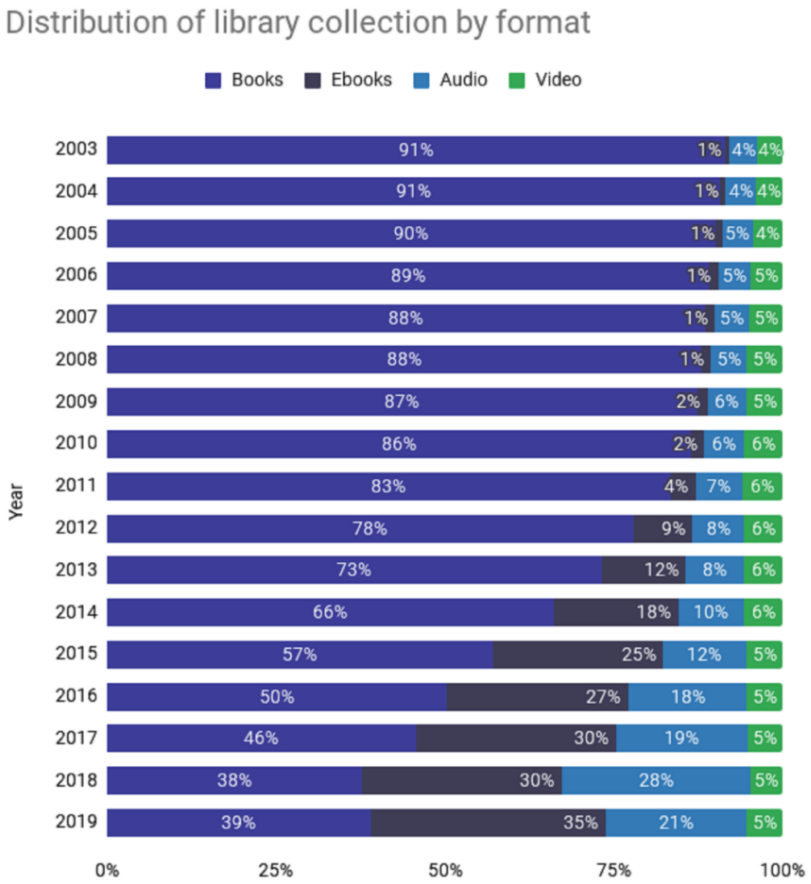
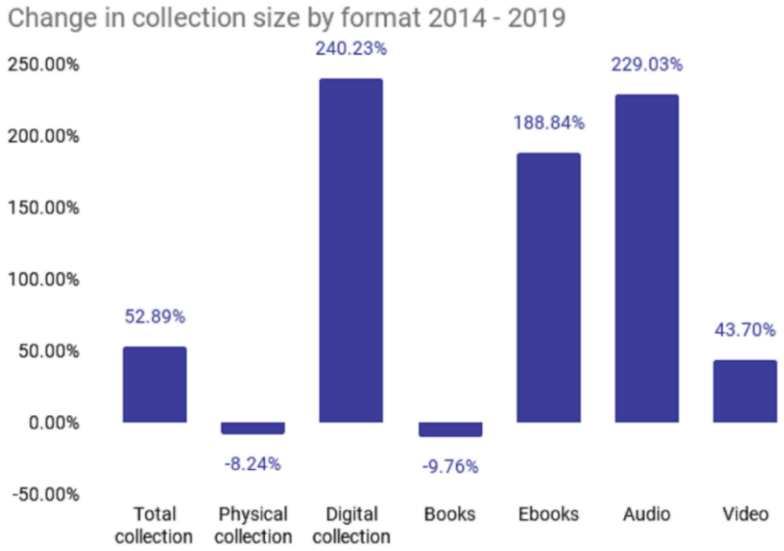


Both physical and digital audio materials account for more than a fifth of all collections (21%) while videos have consistently remained in the 4% to 6% range.

On a per-capita basis, the total collection size has increased 48.10% from 2014 to 2019. During this time period, books experienced a decline, while all other formats increased.



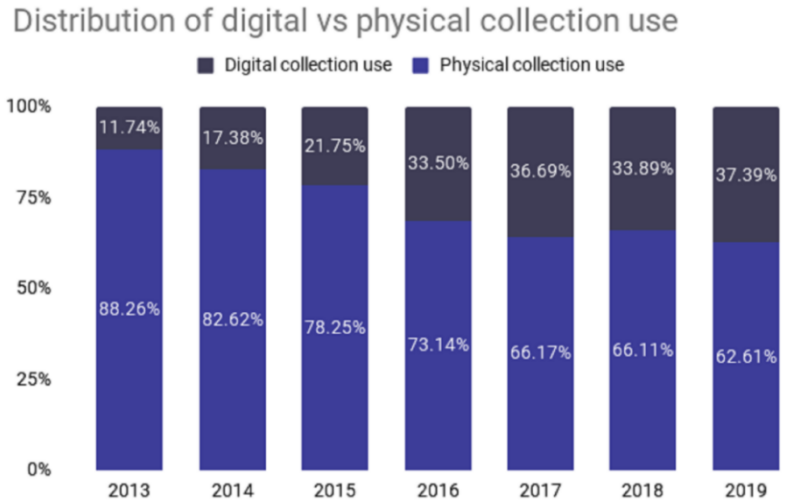
years	*total collection*	*physical collection*	*digital collection*	*books*	*eBooks*	*audio*	*video*
change 2009 – 2019	113.3%	-1.6%	6159.%	-15.1%	3978.4%	596.3%	89.4%
change 2014 – 2019	52.9%	-8.2%	240.2%	-9.8%	188.8%	229.0%	43.7%
total size in 2019	1.77 billion	804.30 million	973.15 million	692.97 million	617.86 million	368.21 million	96.37 million

Appendix 2.6
State of US Public Libraries – More Popular & Digital Than Ever

by Nicholas Rizzo, WordsRated
February 17, 2022

Collection use is more digital than ever

Digital collection use accounts for more of total collection use than ever (37.39%), having more than tripled since 2013 (11.74%).

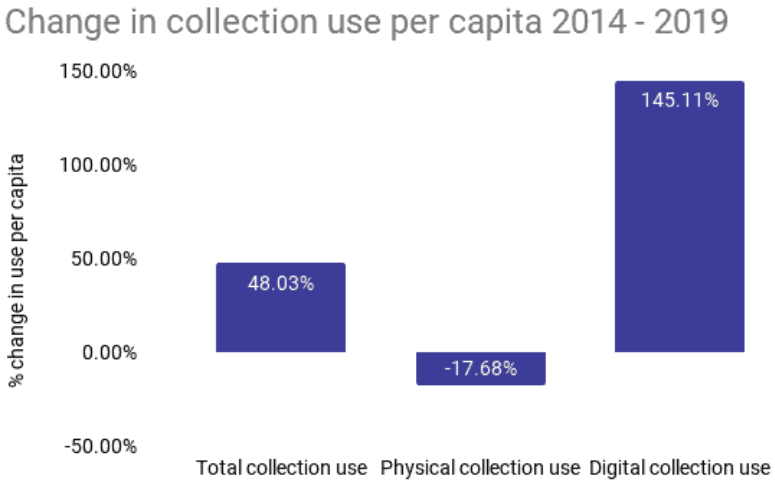


Meanwhile, physical collection use has dropped to accounting for only 62.61% of all collection use, down from 88.26% in 2013.

Digital collection use up 121.64% while physical collection use in decline.

In 2019, the average collection use per person reached 5.45 in 2019, up 48.03% from 3.68 in 2014.

Driving that growth is the 145.11% increase in digital collection use per capita from 1.44 in 2014 to 3.53 in 2019. Which makes up for the 17.68% decrease in physical collection use per capita during that same time period.



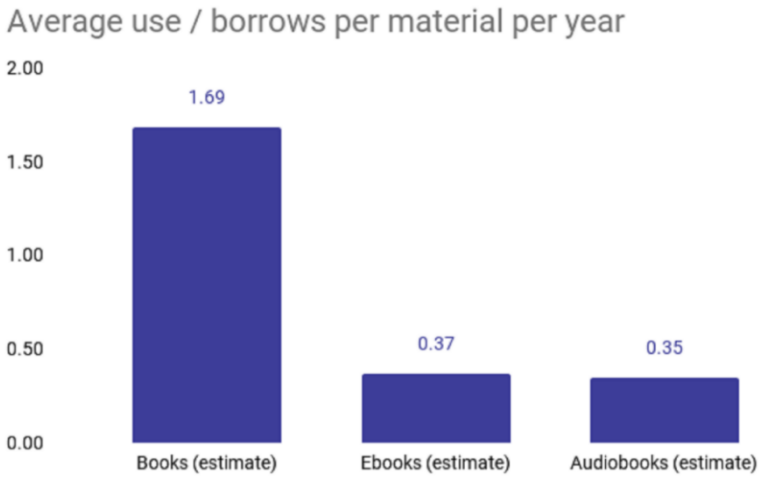
Despite these overall trends, physical items like books and magazines are still used the most. The number of physical collection items borrowed per capita (5.63) is 59.65% greater than digital collection use per capita (3.53).

year	*total collection use per capita*	*physical collection use per capita*	*digital collection use per capita*
2013	3.39	7.25	0.96
2014	3.68	6.84	1.44
2015	4.14	6.53	1.82
2016	4.56	6.15	2.82
2017	4.87	5.93	3.12
2018	5.81	5.80	2.97
2019	5.45	5.63	3.53

by Nicholas Rizzo, WordsRated
February 17, 2022

Average use/borrows per material per year

Each book in a library's collection is borrowed an average of 2.29x per year. That's 518.92% more than eBooks (0.37x per year) and 554.29% more than audiobooks (0.35x per year).



Note: How average borrows of books, eBooks, and audiobooks were estimated.

eBooks & audiobooks

We estimated that 2/3rd of the digital materials borrowed were eBooks and 1/3rd audiobooks given that eBbooks make up ~63.49% of all borrowable electronic materials and audiobooks make up 33.62%

Overdrive Rakuten, an industry-leading digital book and media provider for public libraries, stated that 67.65% of digital books borrowed were eBooks and 32.23% were audiobooks in 2018, with audiobooks growing at a faster yearly pace than eBooks.

Books

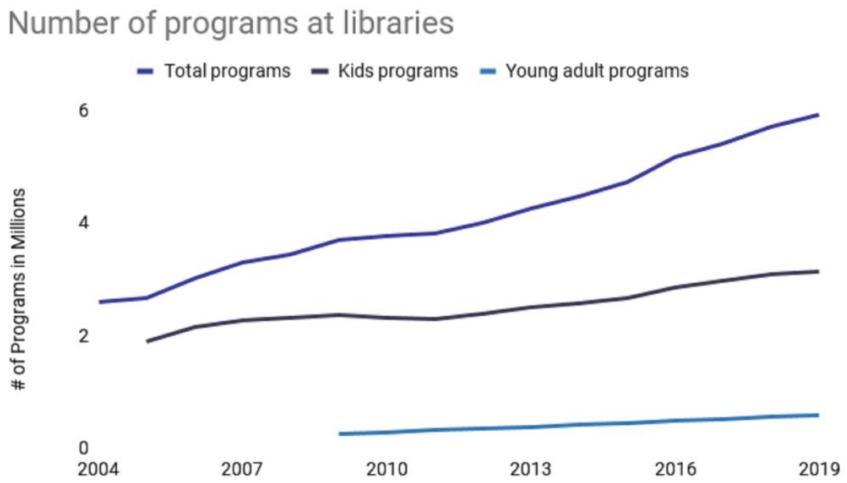
Books account for 86.15% of the physical material collection at libraries. Therefore, we estimated that books accounted for 86.15% of all physical collection use. We believe this to be a conservative estimate, based on assumptions that physical books are likely to be borrowed more frequently than other physical materials such as newspapers, periodicals, magazines, physical video, and audio materials.

More library programs and higher program attendance than ever

As libraries continue integrating, using, and providing digital solutions, the physical space has the opportunity to evolve and be used for other means. One primary way of doing this has been through offering greater diversity and depth to their programming offerings. Using these as opportunities to serve and engage with more people in their communities.

More library programs than ever

There were a total of 5.925 million programs run at public libraries in 2019. The number of programs has more than doubled since 2004 (128.00% increase) and has increased 32.09% since 2014.



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by Nicholas Rizzo, WordsRated

February 17, 2022

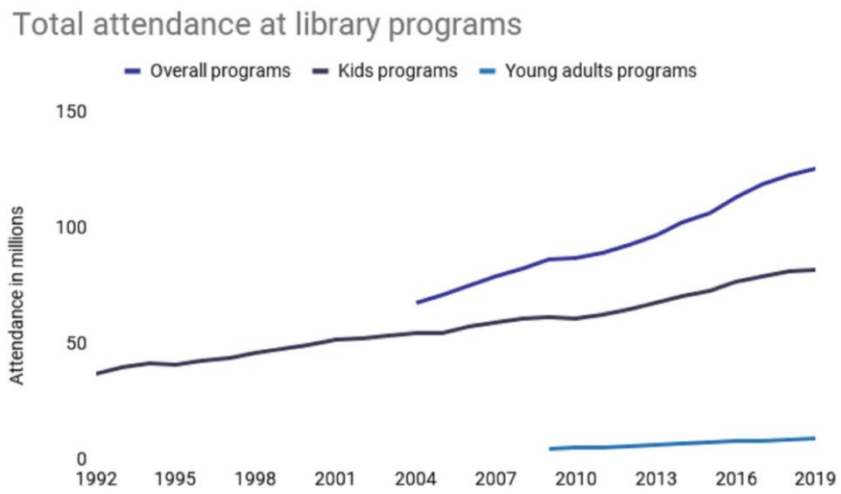
Kids programs account for 3.136 million programs held at libraries in 2019, up 21.87% from 2.573 million in 2014.

Programs for young adults reached a peak of .596 million programs in 2019. Although there are more than 4x kids programs, young adults programs are growing at a faster rate of 40.65% from 2014.

The US averages 9.63 library programs per 1,000 people. the average library ran 31.44% more programs per year in 2019 (339.24) in comparison to 2014 (258.10).

Library program attendance continues to grow to new highs

More people are attending programs at their public library than ever before. Total program attendance reached 125.55 million in 2019, up 23.06% since 2014 and nearly doubled since 2004.

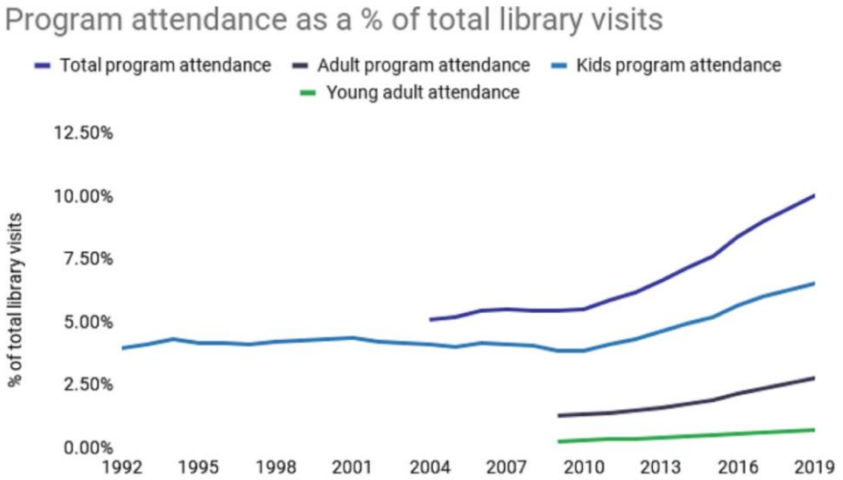


On average, 21.19 people attend each library program at US public libraries. Attendance at programs for:

- Kids reached 81.84 million in 2019, up 16.57% from 2014.
- Young adults reached 8.89 million in 2019, up 32.79% from 2014.

Library program attendance accounts for more visits than ever

Although overall visits to libraries are in decline, the same is not true for program attendance. Program attendance now accounts for a total of 10.01% of all visits to libraries, up 84% from 2009.



The rising of program attendance accounting for more than a tenth of all visits suggests that library programs are playing an increasingly larger role in how libraries plan to operate. Providing a greater depth and diversity of programs that allow libraries to connect with and address the needs of more people in their community.

Library programs drive visits & circulation

We already know that running more programs is strongly associated with greater program attendance. But in addition to that, running more programs may significantly increase a libraries visits per capita and circulation per capita.

In comparison to the bottom 10 states, the top 10 states by the number of programs per capita have:

- 77.81% higher visits per capita.
- 133.91% higher program attendance per capita.
- 52.31% higher collection use per capita.

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State of US Public Libraries – More Popular & Digital Than Ever

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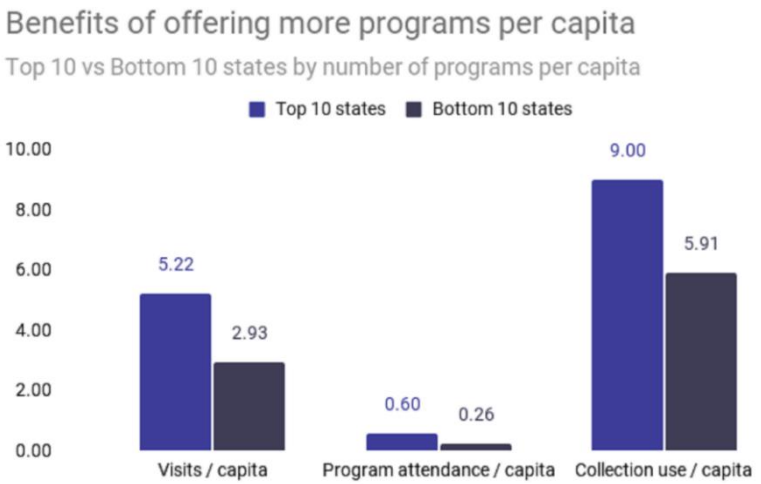
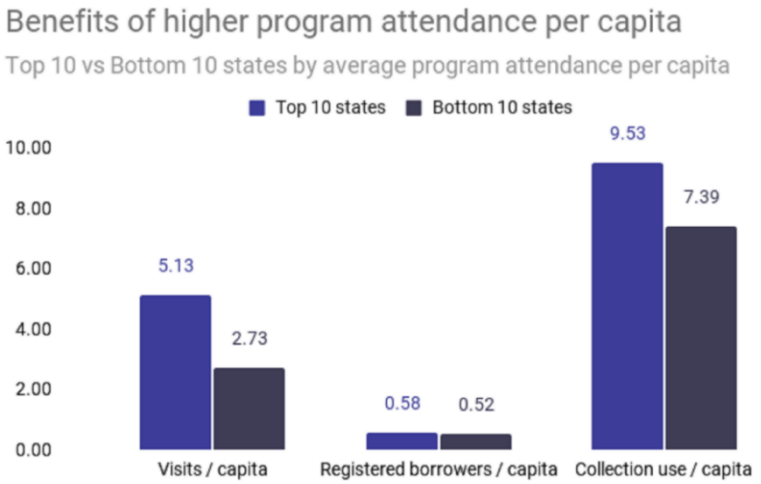


Greater program attendance per capita also has positive benefits for libraries.

In comparison to the bottom 10 states, the top 10 states for program attendance per capita had:

- 88.25% higher visits per capita.
- 12.21% more registered borrowers per capita.
- 28.95% higher collection use per capita.

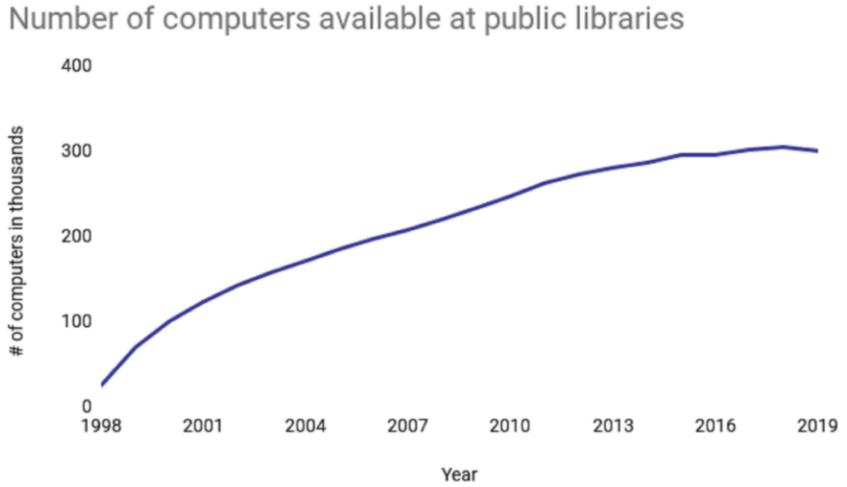


The trend points to benefits to libraries that offer more programs per capita and higher program attendance per capita, specifically in greater visits, collection use, and even registered borrowers.

Libraries address the technology gaps in communities

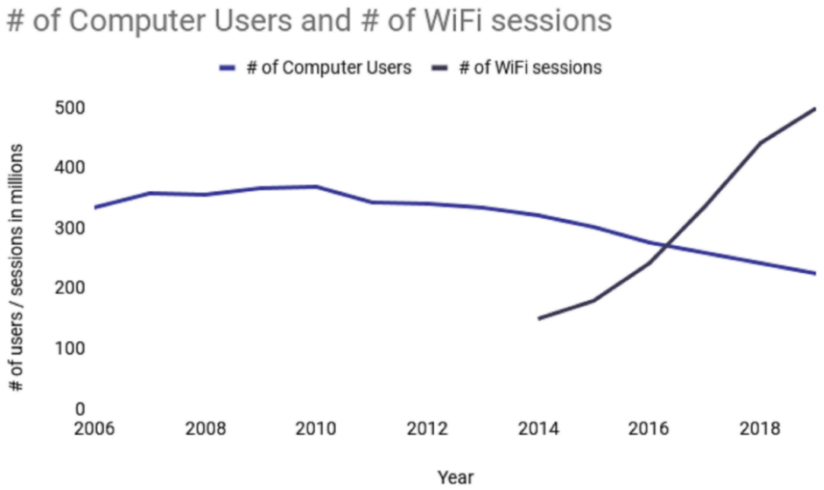
In addition to the vast collection of materials and programs, libraries also play an important role in meeting the technology needs of their communities. One of the most basic technology needs in this day and age is access to a computer and the internet.

Libraries have been continually stepping up to fill that technology gap in communities through access to 224 million people who logged a session on their 300,338 available computers.



The number of computers at libraries grew 332.6% since 2009, until it stalled out and experienced its first decline from 2018 to 2019. This decline in computers may be due to the 30.40% decline in computer users, lowering the demand for having as many actual computer stations. In that same time period though, the number of Wi-Fi sessions increased 234.54% to nearly 500 million sessions.

by Nicholas Rizzo, WordsRated
February 17, 2022



Libraries are ensuring that the basic technological needs of their communities are met through computer and internet access.

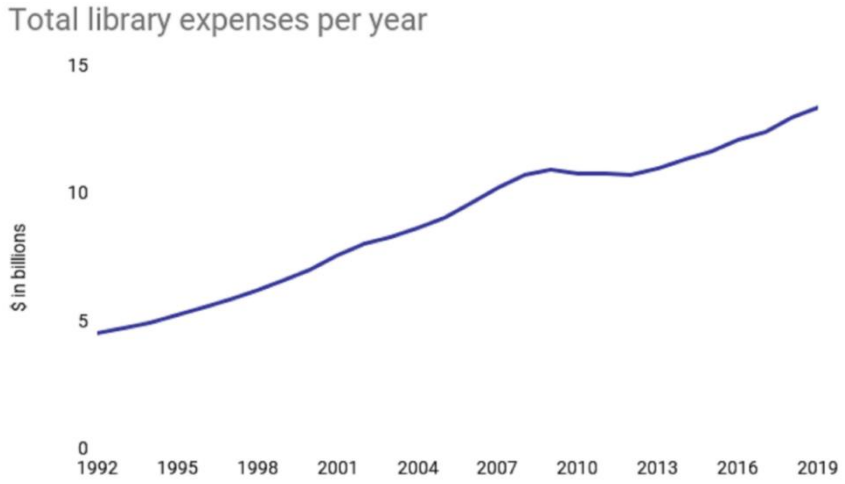
Libraries will continue meeting these basic technological needs while also meeting a new, wide range of technology gaps, with libraries offering everything from maker spaces (3D printing), audio and video design studios, web design & development software, or even gaming platforms.

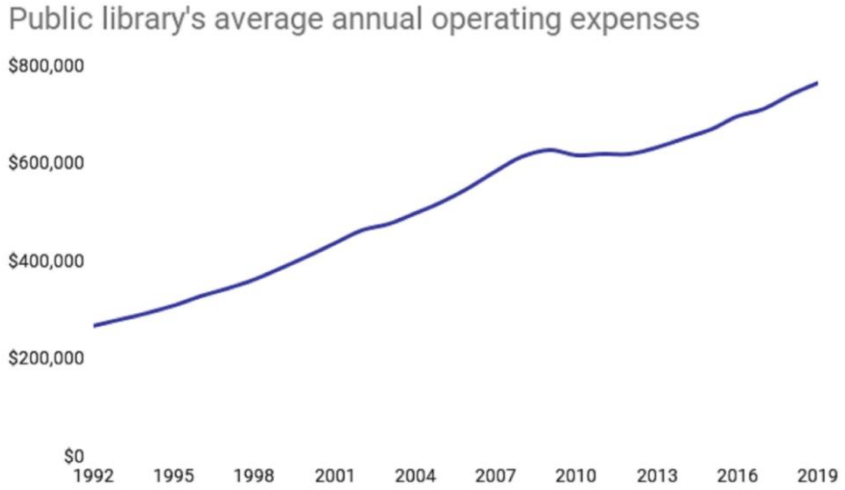
Never been more expensive to operate a library

It has never been more expensive to run a public library in the US. Total operating expenses reached $13.37 billion in 2019.

The total operating expenses of an average library is $765,715.23, which is up 17.35% since 2014.

The price of operating a library has doubled since 2016/2017($326K to $343K) and has nearly tripled since the $267,884.55 per library price tag of 1992.





Libraries' costs are more administrative than before

The costs of running a library is more administrative than ever. 8.92 billion dollars were spent on library staff in 2019, 66.66% of all expenses. In comparison to the 1.45 billion spent on library collections and 3.01 billion on "other expenses".

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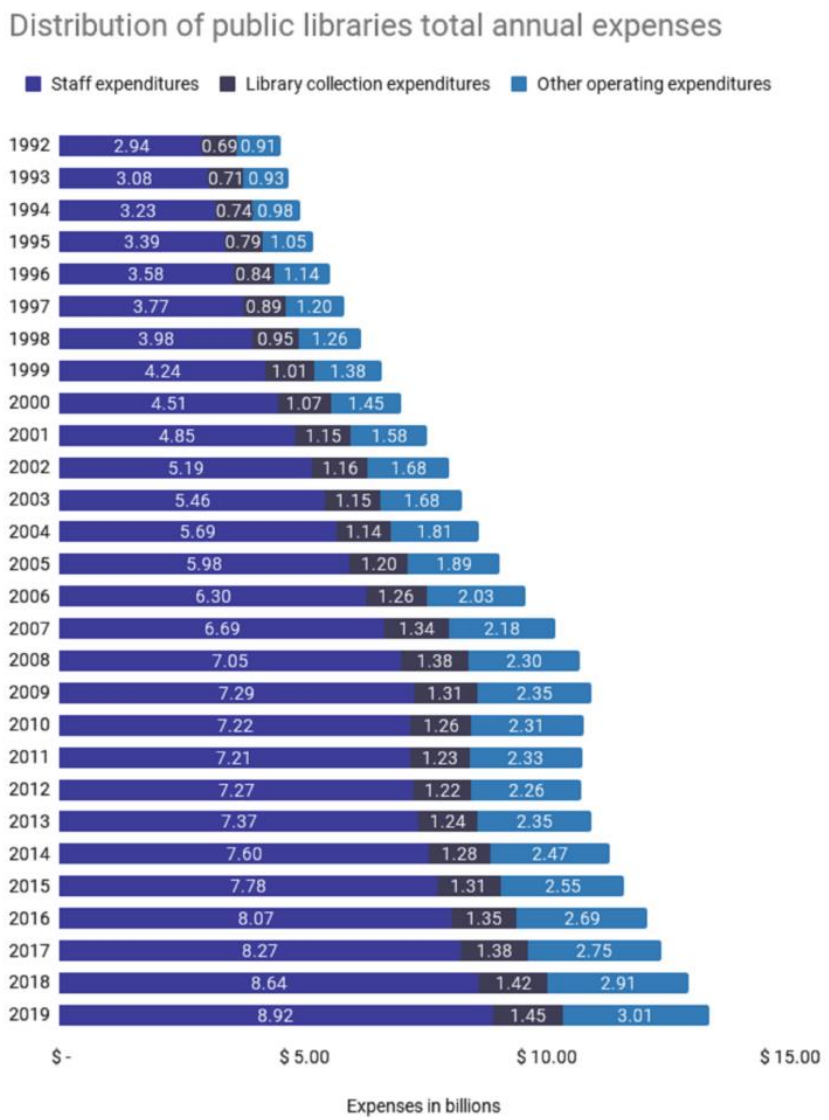
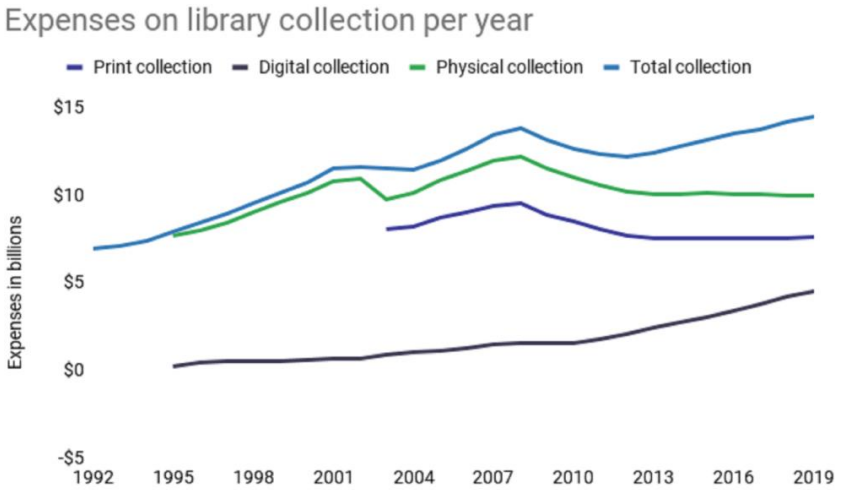


Libraries are spending less of their budget than ever on library collections, accounting for 10.82% of total expenses.

$1.45 billion dollars spent on library collections in 2019 highest ever



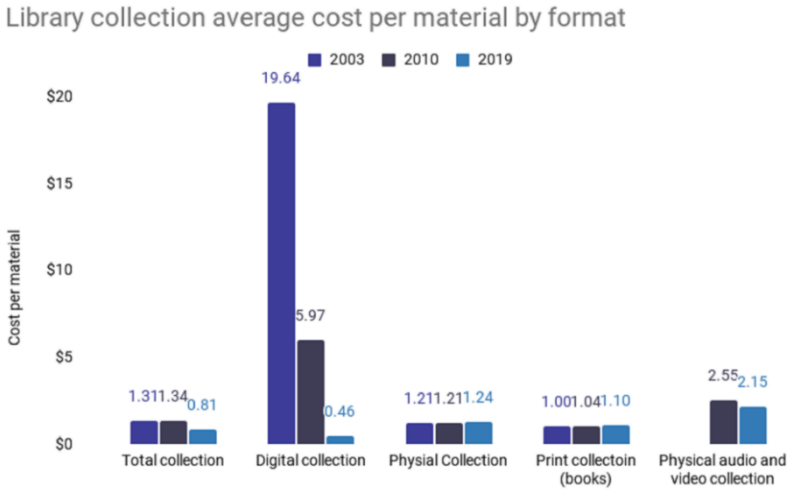
A total of $1.45 billion dollars were spent on library collections in 2019, the highest ever. Digital collections like eBooks and audiobooks account for nearly a third (31.04%) of all library collection expenses, up from just 12.00% in 2009 and 5.22% in 1999.

In comparison to 2009, in 2019 library's spent:

- 10.40% more on total library collection costs – $1.45 billion.
- 185.64% more on digital collection costs – $449 million.
- 13.49% less on physical collection costs – $997 million.
- 14.32% less on print collections costs – $761 million.
- 10.73% less on other physical items (audio, video, etc.) – $236 million.

Library collection cost per material is cheaper than ever

The average price per item in a library collection is $0.81 in 2019, down 39.55% from its $1.34 average price in 2010. The drop in price per item is due to library collections becoming increasingly digital. This is because the price per digital item has declined significantly. All while the average cost per book increased 10% since 2003.



Digital collection items like eBooks and audiobooks are now the cheapest material in a library's collection, although that wasn't always the case. Despite costing an average of $0.46 now, they were 1132.60% more expensive in 2010 and 4169.56% more expensive in 2003. ($5.97 and $19.64)

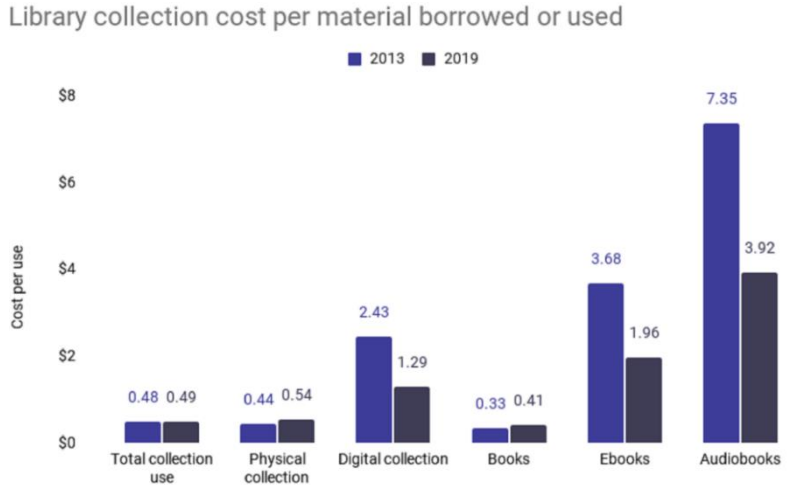
Print materials are 139.13% more expensive than electronic materials but are still 95.54% cheaper than physical audio and video materials.

Physical audio and video materials are the most expensive, costing 367.39% more per material than electronic materials.

Library collection cost per use

Due to the average item in a library collection being borrowed or used an average of 1.23x per year, it costs libraries $0.66 per material borrowed, 39.50% less than the cost per material itself ($0.81).

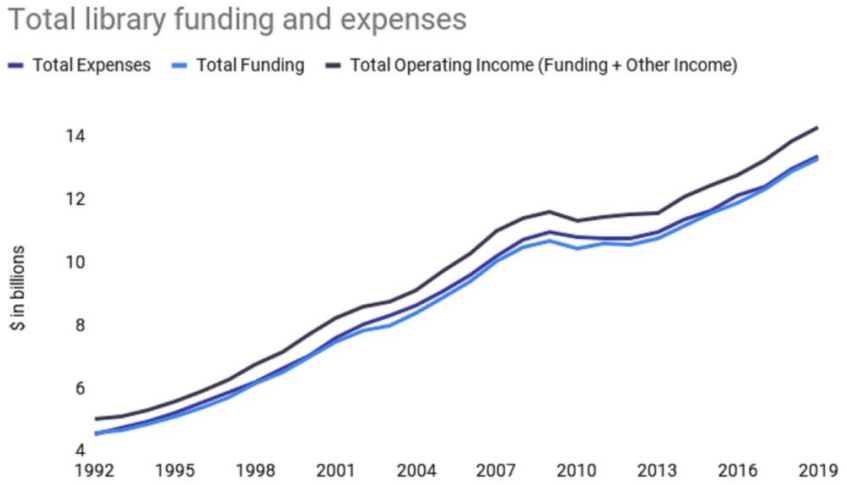
Although digital items may be the cheapest for libraries to purchase, they cost a library more than 3x than a book on a per-use basis. Although, it's possible for these roles to reverse if the trends of price per electronic material continue to decline alongside increased digital collection use.



This can already be seen playing out through the 46.91$ decrease in cost per digital collection use from 2013 to 2019.

Libraries cannot survive on government funding alone

Total operating income reached an all-time high at a total of $14.31 billion dollars.



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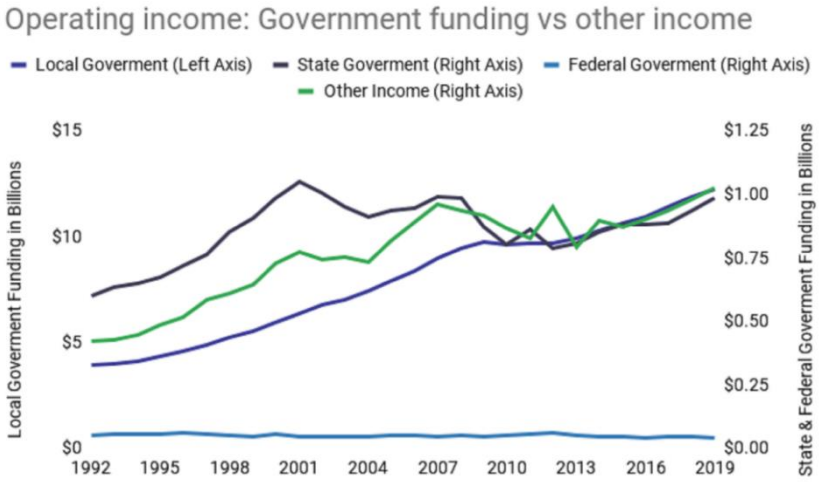
$13.28 billion of the total operating income comes from government funding and $1.02 billion from other income in the form of monetary gifts, donations, interest, library fines, fees for library services, or grants.

Government funding hasn't covered the annual expenses of public libraries for 27 years, 85.69% of which comes from local governments.

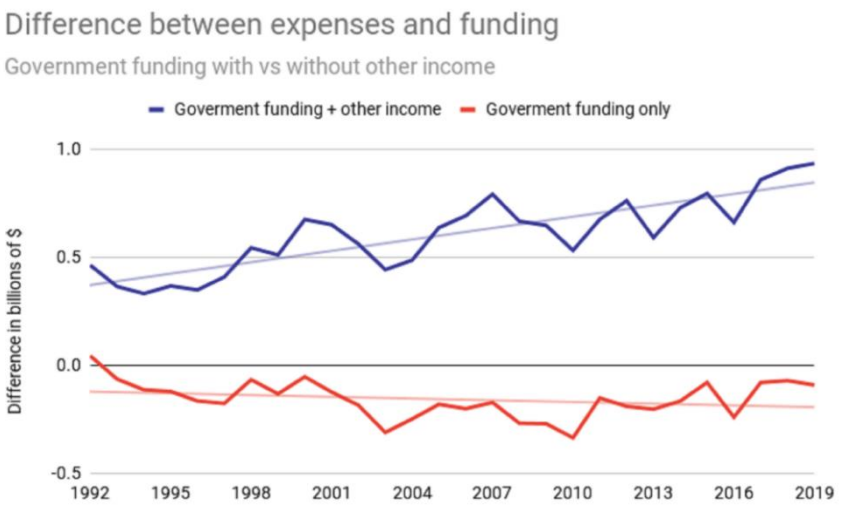


When breaking down the other funding sources, we see:

Federal government funding has never been lower – dropping 13.14% since 2014 to $39.66 million.

State government funding peaked in 2001 at $1.04 billion – after years of declining since then, it is only just now nearing a return near to record highs with a total of $0.98 billion in 2019.

Other income from donations, grants, fees, and fines surpassed state funding for the first time in 2009 and still provides more operating income as of 2019.



If libraries relied purely on government funding, they would be operating at a total deficit of $4.38 billion.

This has forced libraries to rely on other income sources for the funds to continue serving their communities. Thankfully, this other income has put US Public Libraries in a surplus of $17.05 billion since 1992.

Other income continues trending upwards as well, increasing libraries' surplus budgets year over year, while government funding is accounting for less and less.

The 25 government funding decreases over the past 27 years haven't improved the situation either.

	local government	*state government*	*federal government*
Funding Increases	26	19	11
Funding Decrease	1	8	16

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State of US Public Libraries – More Popular & Digital Than Ever

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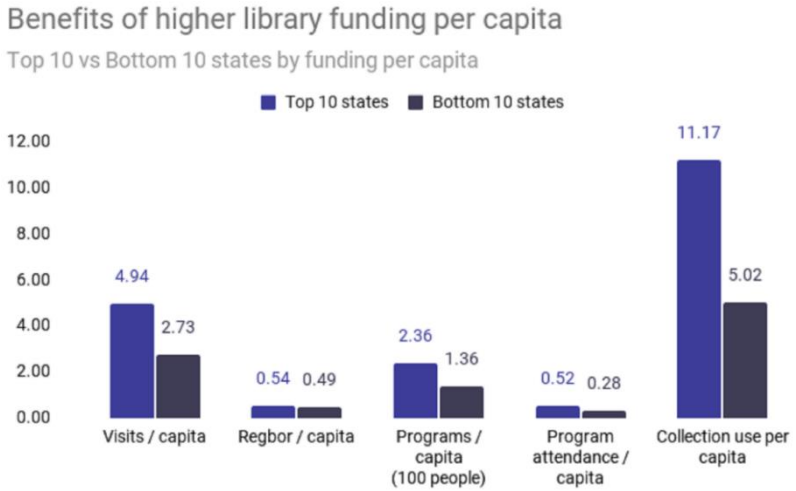
Increasing library funding drives visits, collection use & programs

Having been underfunded by the government for quite some time, we wanted to understand just how beneficial increasing funding could be. To do this we compared each state's library funding per capita against performance metrics.

In comparison to the bottom 10 states by funding per capita, the top 10 states had:

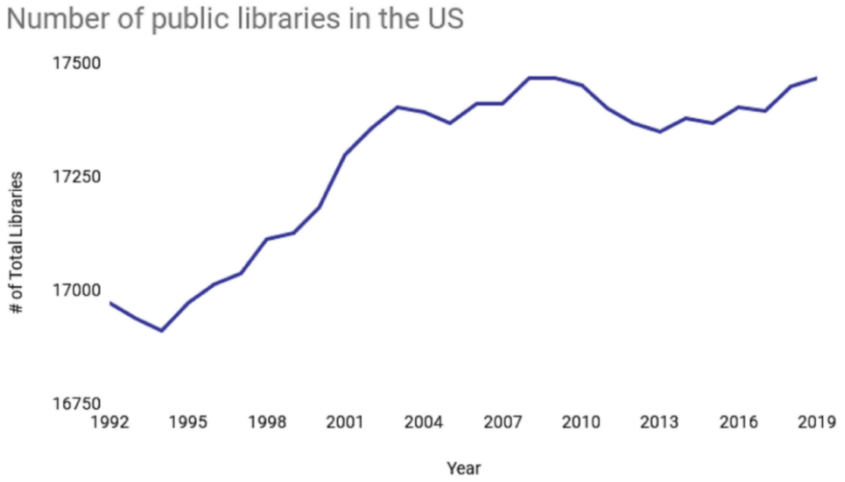
- 80.99% more visits per capita.
- 9.93% more registered borrowers per capita.
- 73.31% more programs per capita.
- 81.76% higher program attendance per capita.
- 122.49% higher total collection use per capita.
- 126.70% higher physical collection use per capita.
- 113.52% higher digital collection use per capita.
- 104.31% more kids books borrowed per capita.



States with greater library funding per capita tend to see significantly better results on a wide range of metrics. Showing the potential clear benefit of increasing government funding of libraries, to help drive engagement and continue to evolve.

Never been more libraries

There are 17,468 public libraries in the US, including central libraries, branch libraries, and bookmobiles.



The US has an average of 5.37 libraries per 100,000 people, with an average of 349 libraries per state.

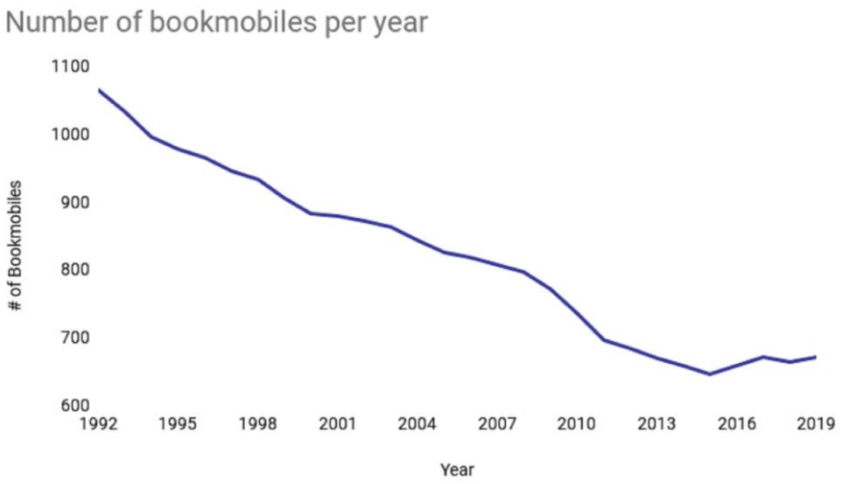
The 5 states with the most libraries had an average of 954.6 libraries, 1359.63% more than the average of the 5 states with the least libraries.

Bookmobiles in decline

Bookmobiles are "mobile libraries" that allow libraries to bring their resources, services, and engagement with their community out of the library.

While the number of central and branch libraries has stayed rather consistent over time, bookmobiles have declined by 39.31% from 1066 in 1992 to 647 in 2015.

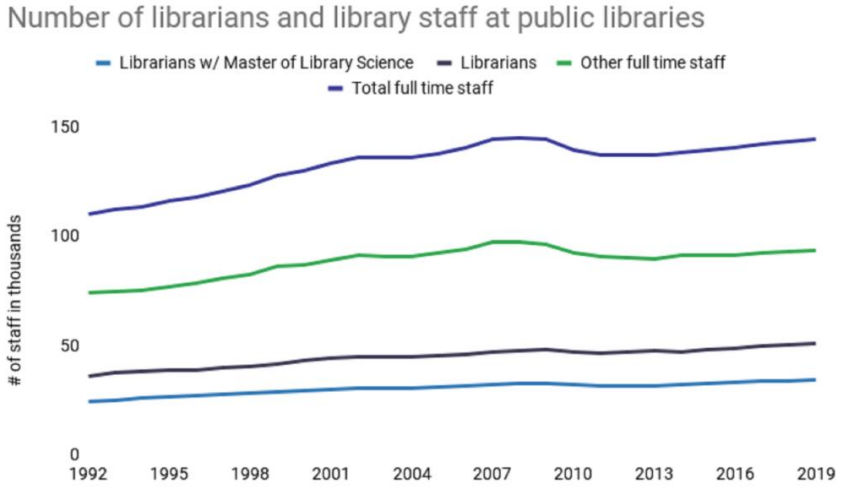
That decline then stabilized around 650 mobiles, and with 671 in 2019.



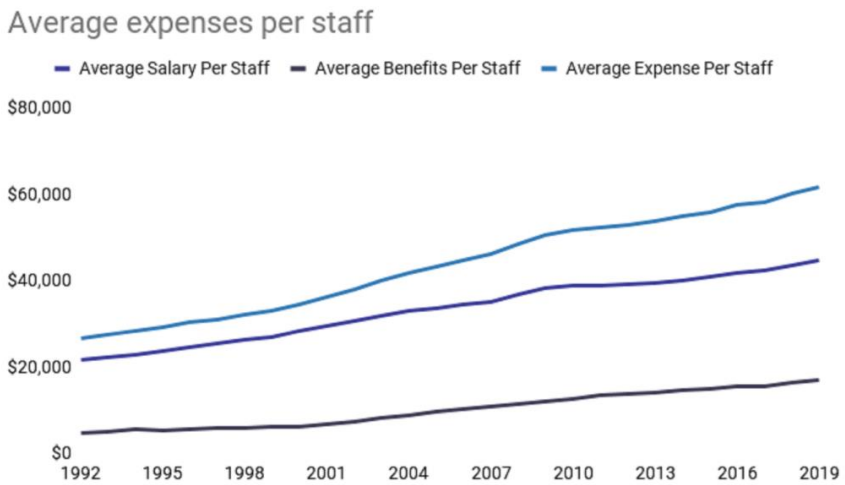
18 states increased their number of bookmobiles by an average of 35.56% while 13 states saw an average decrease of 12.93% from 2014 to 2019.

More librarians than ever – but not a livable wage

Public libraries employ a total of 144.6 thousand librarians and full-time library staff. Only 35.40% of all library staff are librarians (51,190) – two-thirds of which have a Master of Library Science degree (34,190).



The average expense for each librarian and library staff is $61,659.77.



The average full time library staff earned $44,679 (before taxes) in 2019. Even with the average salary increasing 11.08% since 2014, library staff is still paid 35.07% below a living wage for a family of three with two working adults and one child.

Only three states pay librarians and library staff a living wage on average.

Conclusion

Libraries have made a significant digital shift over the years, and it isn't likely to slow down. Because of this, libraries have been able to provide more access to resources than ever.

As the future becomes increasingly digital, so will libraries. As this happens, how libraries use their physical space and the role they play in the communities may change.

Data Source:

For this analysis, we used the IMLS's Public Libraries Survey (PLS) dataset. The PLS has been collected annually, across the entire US, from more than 17,000 individual public libraries. The digitally available data ranged from 1992 to 2019.

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PLS Data is provided annually and had two sets of data to collect, the individual public library dataset and the overall state-by-state dataset. All data was collected and reformatted to match a unified format created based upon the analysis of yearly changes in documentation.

Author Nick Rizzo Bio

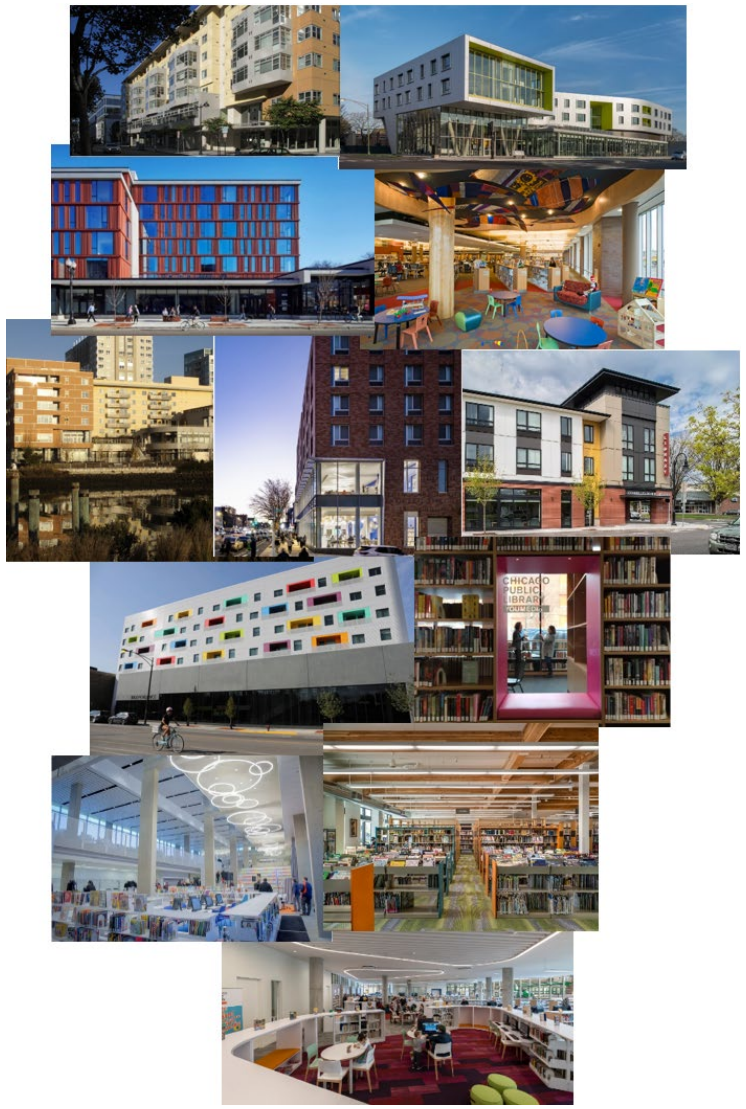
Nick Rizzo is a market and consumer interest researcher, with experience as an educator and director of district-wide literacy initiatives in low-income, urban schools. His research has been cited in scientific peer-reviewed journals and leading publications like the Washington Post, Guardian, CNBC, LA Times, and many more.

Appendix 2.7
Public Libraries Mixed with Housing

Mixed-Use Developments: Libraries plus Affordable Housing

compiled by Godfrey's Associates Inc.

Presented here is a compilation of mixed-use development projects where public library facilities have been colocated with affordable housing.



Contents

- Mission Bay, San Francisco (2006)
- Rondo, St. Paul (2006)
- Cornelius, OR (2019)
- Independence Library, Chicago (2019)
- Northtown Library, Chicago (2019)
- Little Italy Library, Chicago (2019)
- Sunset Park Library, Brooklyn (2023)

For a good overview of this kind of project, including considerations such as zoning, financinging, land use priorities, and tax implications, as well as discussion of the projects summarized on the following pages, please see this 2019 article, which originally appeared in Land Lines, a publication of the Lincoln Institute of Land Policy;

> *A New Chapter: Cities Are Tackling the Housing Crunch – by Building Above the Library*, by Kathleen McCormick.

Mission Bay Branch Library & Mission Creek Senior Community

Location: San Francisco, CA
Status: Opened July 8, 2006
Library: 7500 sq. ft. branch of San Francisco Public Library
Housing: 140 apartments for low-income seniors
Designer: Santos Prescott & Associates
Architect: HKIT Architects
Construction Cost: $3.9 million

Overview

One of the nation's first examples of a library and affordable housing sharing space took shape in San Francisco in 2006. As part of the 50-acre Mission Bay redevelopment, the city partnered with Catellus Development Corporation and Mercy Housing, a nonprofit affordable housing developer, to add a 7,500-square-foot branch library as a civic anchor.

The building that houses the library includes a community meeting hall, an adult day health center, a coffee shop, and Mission Creek Senior Housing, with 140 apartments for low-income seniors. The library is situated on the most prominent corner and is highlighted by a double high glass reading room to emphasize the civic nature of the building. A pedestrian arcade creates an inviting front that also serves to protect and shade the communal areas.

Mission Bay, San Francisco

Mission Bay, San Francisco

Sources:

San Francisco Public Library (about the branch library)

Santos Precott & Associates (about the branch library)

Santos Prescott & Associates (about the senior housing community)

HKIT Architects (about the senior housing community)

Rondo Community Outreach Library and University Dale Apartments

Location: St. Paul, MN
Status: opened in 2006
Library: branch of St. Paul Public Library, 31,343 sq. ft.
Housing: 92 apartments and 6 townhouses, serving various income levels
Building Program: Godfrey's Associates, Inc/
Designer: BKV Group
Construction Cost: $9 million

Overview

This community-focused project was a joint venture of the City of St. Paul, the Public Library, Legacy Management, and the community. The library occupies the ground level of the five-story project and underground parking is provided for the library's use.

The University and Dale Apartments project created 98 units of new urban housing, 80% of which are reserved for lower-income residents. The project is a key element in St. Paul's ongoing efforts to revitalize a formerly blighted and troubled neighborhood. With direct access to public transportation due to its prime location on the corner of two major streets in St. Paul's Midtown Business area, the project fits within the city's new transit oriented development plan.

Significant local financial support came from Family Housing Fund, a local nonprofit, Metropolitan Council, a regional planning agency, and Krause Anderson, the general contractor. Services are provided by the YWCA of St. Paul.

Sources:

St. Paul Public Library

BKV Group (about the Library)

Public Libraries Online article

Corporation of Supportive Housing (about the apartments)

AFL-CIO Housing Investment Trust (about the project)

Rondo Community Outreach Library, St. Paul

Rondo Community Outreach Library, St. Paul

Cornelius Place

Location: Cornelius, OR
Status: Opened in 2019
Library: Cornelius Public Library, 13,650 sq. ft.
Housing: 45 apartments for low-income seniors
Architect: Scott Edwards Architecture
Construction Cost: $5.7 million

Overview

The Library building encompasses 13,650 sq.ft. on the first floor of a three-story building that boasts 45 affordable senior apartments above.

The library has a large children's area, 18 public computers, a 100-person public meeting room, four quiet study rooms/work spaces, a Teen Zone and cafe.

The project came about through a public-private partnership among the library; Bienestar, a Hillsboro, OR–based affordable housing development group; and BRIDGE Housing, a San Francisco–based investment group that specializes in financing low-income housing.

In addition to the expanded public library, the property features community convening space, a YMCA center, a landscaped courtyard and a resident community room for social gatherings and resident programs.

Sources:

Bridge Housing

Scott Edwards Architecture

City of Cornelius

Library Journal article

Cornelius Place

Cornelius Place

Independence Library & Apartments

Location: Chicago, IL
Status: opened in 2019
Library: branch of Chicago Public Library, 16,000 sq. ft.
Housing: 44 units of affordable housing
Architect: John Ronan Architects
Construction Cost: $23.6 million

Overview

This location is part of an innovative partnership between Chicago Public Library and the Chicago Housing Authority to co-locate housing with library services.

The two-story library element is slid forward on the site to the street to foreground its public nature, while the residential block, which hovers above, is set back from the street. The second floor of the library extends out over the covered parking to form a park-like terrace space serving as an outdoor amenity space for residents as well as occasional library use.

The two-story library supports reading and learning areas for all age groups, as well as a large community multi-purpose room which supports public lectures, gatherings and events.

Sources:

John Ronan Architects

Chicago Public Library

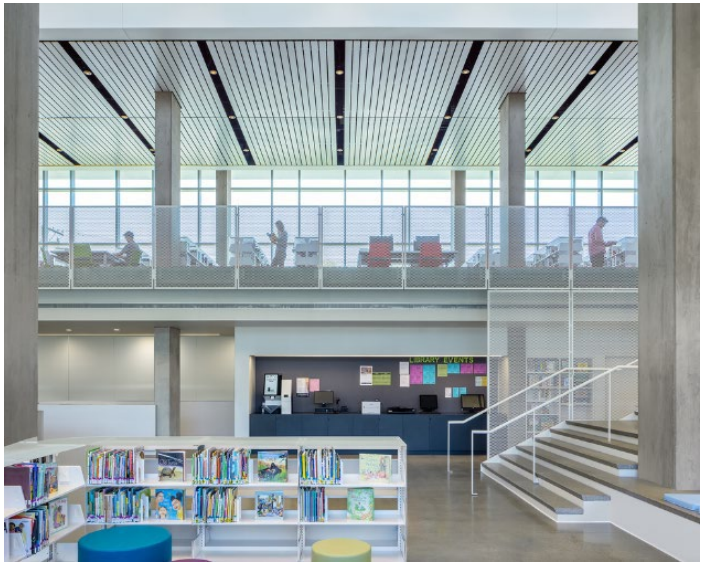
New York Times article

Chicago Tribune article

Arch Daily article

Block Club Chicago article

Independence Library, Chicago



Independence Library, Chicago

Northtown Apartments and Library

Location: Chicago, IL
Status: Opened in 2019
Library: branch of Chicago Public Library, 16,000 sq. ft.
Housing: 44 apartments for seniors
Designer:
Architect: Perkins & Will
Construction Cost: $34 million

Overview

This new branch, designed by the architectural firm of Perkins+Will, opened March 5, 2019. It is part of an innovative partnership between CPL and the Chicago Housing Authority to co-locate housing with library services. The innovative collocation project, one of three in Chicago and among the first in the nation, combines the amenities of the local library with 44 affordable apartments for seniors to encourage life-long learning.

The project is a four-storysnaking structure, shaped like a twisty garden hose, trimmed in fluorescent green, backing onto a historic bungalow district,along a stretch of avenue that features a Jiffy Lube and Mobil station. It's meant to be, and is, a beacon and an eye-catcher.

The building's upper floors include 44 one-bedroom apartments for seniors. They perch atop a bright, glazed, double-height,16,000 square foot library, which curves around an interior, teardrop-shaped garden, the library's roof doubling as a terrace for the housing tenants. A community garden in the back helpsnegotiate the tricky transition between the bungalows and the busy avenue.

Sources:

Perkins & Will

Chicago Public Library

New York Times article

Chicago Tribune article

Architectural Digest article

Block Club Chicago article

Northtown Apartments and Library, Chicago

Northtown Apartments and Library, Chicago

Northtown Library, Chicago

Taylor Street Apartments and Little Italy Branch Library

Location: Chicago, IL
Status: Opened in 2019
Library: branch of Chicago Public Library, 14,000 sq. ft.
Housing: 73 units of affordable housing
Architect: Skidmore, Owings & Merrill
Construction Cost: $34 million

Overview

Accomplished through a public-private partnership with the Chicago Housing Authority (CHA), the Chicago Public Library, and Related Midwest, the project includes 73 apartments and a 14,000-square-foot library.

This seven-story complex is clad in terracotta colored, corrugated metal panels, standing out while drawing inspiration from the red brick masonry that defines the existing streetscape. The housing and library — as well as a street-level community room — are subtly set back and staggered across the site in order to accommodate a more welcoming sidewalk presence with new street furniture, and to preserve the Taylor Street Farms community garden.

Positioned prominently at the corner of the site, the library welcomes visitors inside with soaring open spaces designed for kids, teenagers, and adults located adjacent to centralized workspaces for librarians and staff. The south and east sides of the building that face the street use large panes of glass to maximize natural sunlight, while seamlessly integrating the library's interior with the activity of the streetscape outside.

Sources:

Skidmore, Owings & Merrill

Chicago Public Library

New York Times article

Block Club Chicago article

Chicago Tribune article

Taylor Street Apartments and Little Italy Branch Library, Chicago

Little Italy Branch Library, Chicago

Sunset Park Branch Library & Apartments

Location: Brooklyn, NY
Status: Opened in November 2023
Library: 20,000+ sq. ft. branch of Brooklyn Public Library
Housing: 49 units of affordable housing
Architect: Magnusson Architecture and Planning
Library interior & façade: Mitchell Giurgola Architects
Construction Cost: $17 million for the libarary, $36.7 million for the residential portion

Overview

Brooklyn Public Library and the Fifth Avenue Committee (FAC), a nonprofit with extensive affordable housing and community development experience, teamed up to redevelop Sunset Park Library. The brand new, just over 20,000-square-foot branch is topped by 49 units of affordable housing—including 9 units reserved for victims of domestic violence.

Occupying the first two and a half levels of the eight-story building, the state-of-the-art Sunset Park Library is bright and comfortable, with an open, flexible design and up-to-date technological infrastructure. Its essential components, including the HVAC system, are all brand-new. The new library features the largest dedicated space for teens of any library in the borough, a recording studio, and a community program room available for scheduled community functions both during and outside of library hours.

The second through eighth floors of the building are occupied by the Sunset Park Apartments, a 100 percent affordable development providing 49 units of permanently affordable housing.

Sources:

Brooklyn Reporter article

Fast Company article

Brooklyn Public Library

Magnusson Architecture and Planning

Mitchell Giurgola Architects

Sunset Park Library, Brooklyn

Sunset Park Library, Brooklyn

Appendix 2.8
Data Analytics for Public Libraries

In today's multifaceted landscape, data analytics are increasingly acknowledged as indispensable across a multitude of sectors, spanning from business and healthcare to education and government. Public libraries are no exception, as they too recognize the pivotal role that leveraging data analytics can play in enhancing resource management, comprehending customer preferences, and optimizing services to effectively cater to the evolving needs of communities. In an environment characterized by constrained budgets and resources, the strategic utilization of data analytics becomes imperative to justify the allocation of additional resources for continuous expansion and improvement of services.

Public Library Statistical Data

Amidst this backdrop, certain core areas within library operations emerge as particularly influential and capable of narrating the library's story through insightful data analysis:

1. Understanding User Behavior: Libraries can use data analytics to track how customers are using their resources, such as which books are being borrowed most frequently, which online databases are being accessed, or which services are being utilized the most. This insight helps libraries tailor their collections and services to better meet the needs of their users.
2. Collection Development: Analyzing data on borrowing patterns and popular topics allows libraries to make informed decisions about which materials to purchase or subscribe to. This ensures that the library's collections remain relevant and appealing to its users.
3. Resource Allocation Data: Analytics can help libraries allocate their resources more effectively. For example, if data shows that a particular branch is experiencing a high demand for a certain type of service, the library can allocate more staff or funding to that branch to meet the demand.
4. Improving Services: By analyzing customer feedback and usage pattern data, libraries can identify areas for improvement in their services. For example, if data shows that customers are having difficulty finding certain resources, the library can adjust its cataloging system or improve its search functionality to make resources more accessible.
5. Budget Planning: Data analytics can assist libraries in budgeting by providing insights into which services and resources are being used most effectively. This helps libraries prioritize and allocate their budget in a way that maximizes the impact for their users.
6. Demonstrating Impact: Data analytics can help libraries demonstrate their value and impact to stakeholders, such as funders, government agencies, and the community. By providing concrete results via usage statistics, outreach efforts, and user satisfaction, libraries can effectively communicate the value they bring to their communities.

Overall, data analytics play a crucial role in helping public libraries better understand their users, improve their services, and demonstrate their value to stakeholders.

Types of Useful Data

Libraries gather a multitude of data types to enhance their understanding of users, refine services, and make informed decisions. Through the analysis of diverse datasets, libraries glean valuable insights into user behavior, preferences, and needs, empowering them to refine services, curate collections, and enhance community engagement. The following list provides a glimpse into some common types of data collected by public libraries, though it is not exhaustive:

1. Circulation Data: This includes the borrowing and returning of physical materials such as books, DVDs, CDs, etc., which can help libraries understand which materials are being borrowed most frequently and which are less popular.
2. Usage Statistics: Libraries should track usage statistics for various services and resources, such as the number of visits to the library, attendance at events and programs, and usage of online databases and digital resources.
3. User Registration Data: Information collected during the user registration process, such as demographic data (age, gender, location), helps libraries understand the demographics of their user base and tailor services accordingly.

4. Reference Transactions: Data on reference transactions, including inquiries made at reference desks or through virtual reference services, provides insights into the information needs of library users and helps improve reference services.

5. Website & Online Catalog Usage: Libraries track data on website usage, including page views, search queries, and time spent on various pages. They also analyze data related to the use of online catalogs, including search queries, item views, and holds placed.

6. Feedback & Surveys: Libraries collect feedback from users through surveys, suggestion boxes, and other channels to gauge user satisfaction, identify areas for improvement, and gather suggestions for new services or resources.

7. Collection Data: Information on the library's collection, such as the number and types of materials owned, acquisition dates, and circulation history, helps libraries manage their collections effectively by making informed decisions about collection development.

8. Program Attendance: Libraries track attendance at events, workshops, and programs to evaluate their effectiveness and popularity among users.

9. Interlibrary Loan Data: Tracking loan requests and borrowing helps libraries understand user needs that are not met by their own collections and informs decisions about resource sharing and cooperative collection development.

10. Digital Usage Data: The rise of digital resources and services have libraries also collect data on the usage of electronic resources, such as e-books, e-journals, databases, and streaming media. In light of the significant surge in e-content usage driven by the Covid pandemic, it is imperative to meticulously track this usage for comparison with physical collections in order to facilitate budgeting processes.

11. Customer Psychographic Data: Progressive public libraries seek to understand the common behaviors of their users, what interests people spend their time and money on – known as psychographic data. Psychographic information summarizes a person's values, attitudes, interests, and personality traits. Such third-party data are used to build profiles of how groups of individuals view the world – what engages them and what motivates them to action. Once these behaviors are recognized, libraries need to understand how to best reach and attract those people. Market segmentation systems are used to summarize consumer behavioral traits into like categories, to help all types of businesses target their outreach to ***existing*** and ***potential customers.*** For example:

- Esri's Tapestry segmentation system classifies neighborhoods in the United States into 67 unique segments, based on demographics and socioeconomic characteristics. Tapestry segmentation mapping can show dominant LifeMode Summary Groups in the U.S. by country, state, county, ZIP Code, census tract, and/or census block group, using 2022 American Community Survey (ACS) data from the US Census Bureau. An ArcGIS Online subscription is required to view geographic maps.
- Mosaic® USA by Experian is a similar segmentation system that classifies 71 unique segments, also organized into 19 overarching summary groups using consumer data from126 million households and 650 lifestyle and interest attributes. Because Mosaic uses household level data, its findings are significantly more granular than data at the census block group level, allowing mapping to individual street addresses. Such granularity comes at a cost – as it is compiled and used for-profit – in contrast to the free ACS data made available by the US Census Bureau.

The amount of consumer data available for use by businesses is staggering, so care must be exercised by libraries in acquiring and applying pertinent information. However, the value of market segmentation is that it provides detailed data on all library users and non-users – information that is crucial in attracting customers.

Putting Data to Good Use

Determining appropriate initiatives for data analytics necessitates a thorough assessment of the library's objectives, resources, and user requirements. Prior to embarking on any data collection endeavors, comprehensive planning is essential to ensure that resources are effectively directed toward achieving library goals. Steps that libraries can follow to delineate the optimal approach to data analytics and to devise a coherent plan to attain their desired objectives include:

1. Identify Strategic Goals: Begin by asking what are the key objectives and priorities? These goals could include improving user satisfaction, increasing resource accessibility, enhancing collection relevance, or optimizing operational efficiency.

2. Understand User Needs: Gain a deep understanding of the needs and preferences of library users. What services do they value most? What resources do they use frequently? Conduct surveys, interviews, focus groups, or user studies to gather insights directly from customers and potential users.

3. Assess Available Data: Take stock of the data that the library already collects. What types of data are currently being gathered? What data management systems are in place? Evaluate the quality, completeness, and accessibility of existing data.

4. Identify Data Gaps: Determine any gaps in the data that are hindering the library's ability to make informed decisions. Are there important aspects of user behavior or library operations that are not currently being tracked? Identify areas where additional data collection may be necessary.

5. Prioritize Analytical Needs: Priorities should be based on their alignment with strategic goals, the level of impact they are expected to have, and the feasibility of implementation. Consider factors such as the potential for cost savings, revenue generation, or service improvements.

6. Consider Resource Constraints: Take into account the library's constraints in budget, staff expertise, and technological capabilities. Assess whether the library has the necessary resources to collect, manage, analyze, and act upon data effectively.

7. Explore Tools & Technologies: Explore the availability of tools, technologies, and platforms for data collection, analysis, and visualization. Consider both proprietary and open-source solutions that align with the library's needs and budget. Many ILS packages have reporting software and tools that can provide a lot of the data the library is looking for. However, there are also third-party options that can purchased such as *CollectionHQ* for collection and budget analysis or psychographic data providers that can also be explored.

8. Develop a Data Analytics Plan: Based on the above considerations, develop a Plan that outlines the specific initiatives to pursue, data sources to leverage, methods of analysis to employ, and the expected outcomes. Ensure that the Plan is aligned with the library's strategic goals and objectives.

9. Monitor: Continuously monitor the implementation of data analytics initiatives and assess their impact on library operations and user satisfaction. Review and adjust the Data Analytics Plan as needed, based on feedback, new insights, and changing priorities.

The pivotal role of data analytics in library operations cannot be overstated. As libraries strive to better understand their users, improve services, and justify resource allocation, the strategic utilization of data analytics emerges as a crucial tool. By harnessing insights from diverse datasets, libraries can tailor collections, optimize resource allocation, and demonstrate their value to stakeholders. Through careful planning, prioritization, and continuous monitoring, libraries can embark on a data-driven journey into the future that not only enhances operational efficiency but also ensures that services are effectively aligned with user needs and strategic objectives. As libraries evolve to meet the challenges of the modern era, data analytics remains at the forefront, guiding decision-making and shaping the future of library services.

Appendix 2.9
Library Technology Trends

All-Hours Access *Automated 24-hour access solutions*

By Carrie Smith editorial and advertising assistant | *American Libraries, June 3, 2019*

Making physical collections accessible remotely can go a long way toward providing access for people who can't make it to the library. Whether it's securely storing holds for 24-hour access or making portions of a collection available at offsite locations through a vending machine or an automated small branch, improving access outside traditional library hours can help underserved patrons take advantage of their library.

Patrons can check out and return materials at D-Tech's self-service LendIT kiosks at any time of day.

LendIT

D-Tech's self-service library vending machine, LendIT, can be placed anywhere with a power outlet and internet connection with a fixed IP address. That could be right outside the library building or in a mall or community center. Users can browse available books on screen, with images and descriptions provided by the library's discovery layer or generated by an onboard camera when books are loaded. Units with an optional clear front panel allow users to browse by looking directly into the machine, providing a more traditional experience.

D-Tech recently added a new software feature that gives users the ability to register for a library card at the machine. Information is forwarded to the library for approval. Users can check out items as soon as they're approved.

Patrons can choose to pick up holds at a LendIT location just like at a standard branch if the library enables the feature and reserves space in the machine. Returned books are automatically checked back in and made immediately available for checkout, cutting down on circulation staff time. To add items to the machine, libraries can load up to 50 items at a time into the loading column to be placed by the onboard robot or insert them one at a time via the item access door, similar to making a return. Kiosks are available in three capacities: 200, 500, or 1,000 items. LendIT will loan items of all types, up to 9.5 inches by 11.5 inches, provided they are RFID tagged.

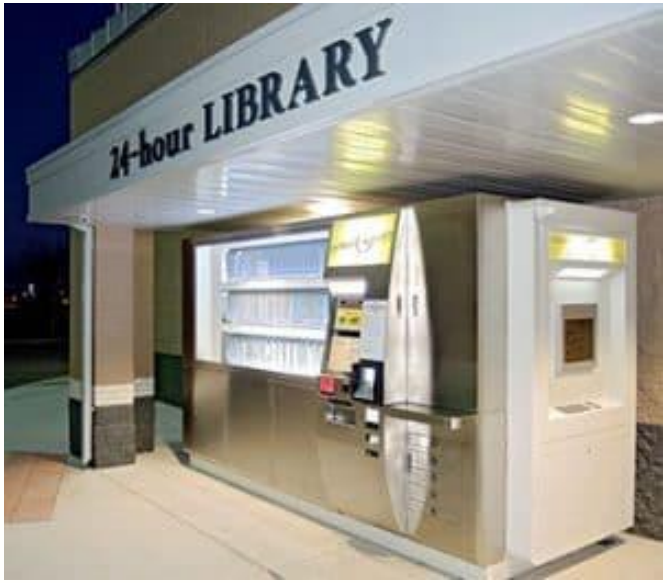
Basic models start at $65,000, with additional features including custom colors and glass doors for an added cost. If located outdoors, LendIT also requires heating and cooling systems and a canopy for weather protection. For more information, visit bit.ly/SolLendIT.

24-Hour Library

EnvisionWare's 24-Hour Library is designed to act as a standalone, fully automated branch. Users can access Wi-Fi, search the library catalog, place holds, and check out physical and digital materials at any time of day.

Up to three users can browse items at the same time at the large 24-Hour Library, using two touchscreens mounted on the side and the front window and checkout screen. The three carousels inside the machine rotate independently and are usable concurrently.

The large unit holds up to 340 items, with 268 standard 12.5-by-8.25-by-1.6-inch slots; 67 wider 2.4-inch slots; and five hold drawers for larger items. It can accept almost three times its lending capacity in returns, with space for 1,000 items in 14 return bins. The smaller unit holds 235 items in 188 standard and 47 wide slots, with room for 600 returns. Both units allow for hold checkouts. Saving staff time, items on hold are automatically moved to the return bin for reprocessing if they are not picked up in the time allotted by the library.



EnvisionWare's 24-Hour Library functions like a remote branch.

The 24-Hour Library will broadcast a Wi-Fi signal in its proximity when it has a hardwired internet connection. Units without a wired connection can operate using 3G or 4G service to interface with the library's systems but will not provide customer Wi-Fi access.

EnvisionWare provides project management, installation, and training for its 24-Hour Library. Typical budgets for installation, including the opening collection, start around $150,000, and EnvisionWare offers leasing options. For more information, visit bit.ly/Sol24hrLibrary.

remoteLocker

Bibliotheca's remoteLockers allow patrons to access their holds by providing a secure locker they can open using their library card.

How do you use remoteLockers? The lockers are installed at several locations where we have a vestibule that can be left open during off hours. Customers can request hold materials to be placed in one of our lockers spread throughout the county.

How do remoteLockers serve your library's needs? The remoteLockers give us and our customers more flexibility for accessing library books and media at times that work with busy schedules. We assumed that the lockers would be used most heavily in the evening and early morning, but we've learned most people are using the lockers just a few hours before we open, during a lunch break, or a few hours after we close.

Holds can be picked up from remoteLockers even when libraries are closed.

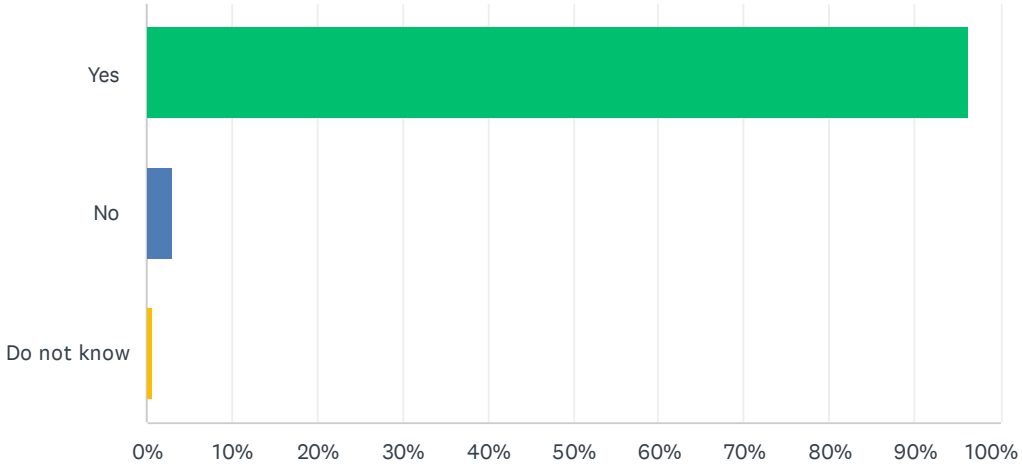
What are the main benefits? One key benefit is the ability to provide a certain level of customer service to the community outside our regular hours. Aside from the added hours of access, the lockers could be used to expand access to library resources at locations other than library branches. We haven't done this yet, but we know other systems have used these lockers at grocery stores and other places that don't typically have a library presence. Additionally, we've heard from customers that the increased privacy of their holds is something they appreciate.

What would you like to see improved or added to the lockers? In our experience, it would be helpful if there was an easier way to add additional items for the same customer to a locker, and it would be helpful if we were alerted to the fact that a specific customer already has items in a locker. We also ran into some challenges combining first-generation lockers with subsequent generations, so considering future interoperability will be important.

Appendix 3.1
Complete Online Survey Responses in English

Q1 Do you have a Library Card from the Las Cruces Public Library?

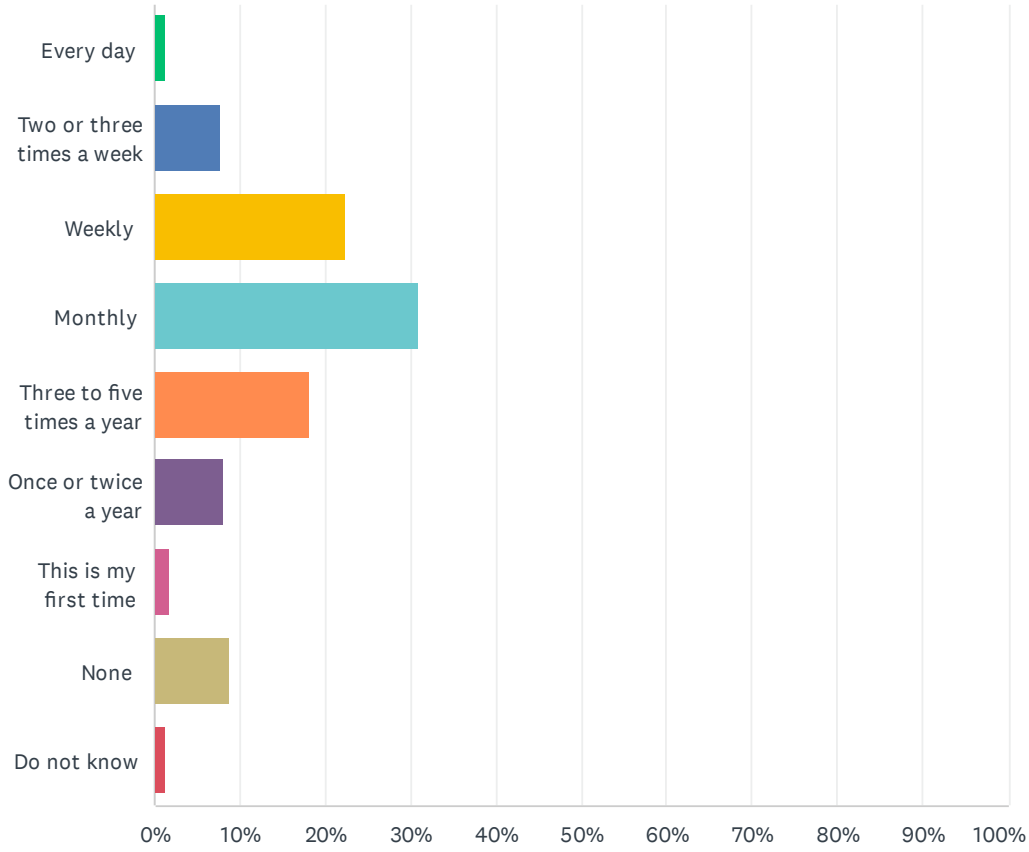
Answered: 729 Skipped: 5



ANSWER CHOICES	RESPONSES	
Yes	96.30%	702
No	3.02%	22
Do not know	0.69%	5
TOTAL		729

Q2 How many times have you personally used the Las Cruces Public Library in the past year, including curbside pickup? (select one).

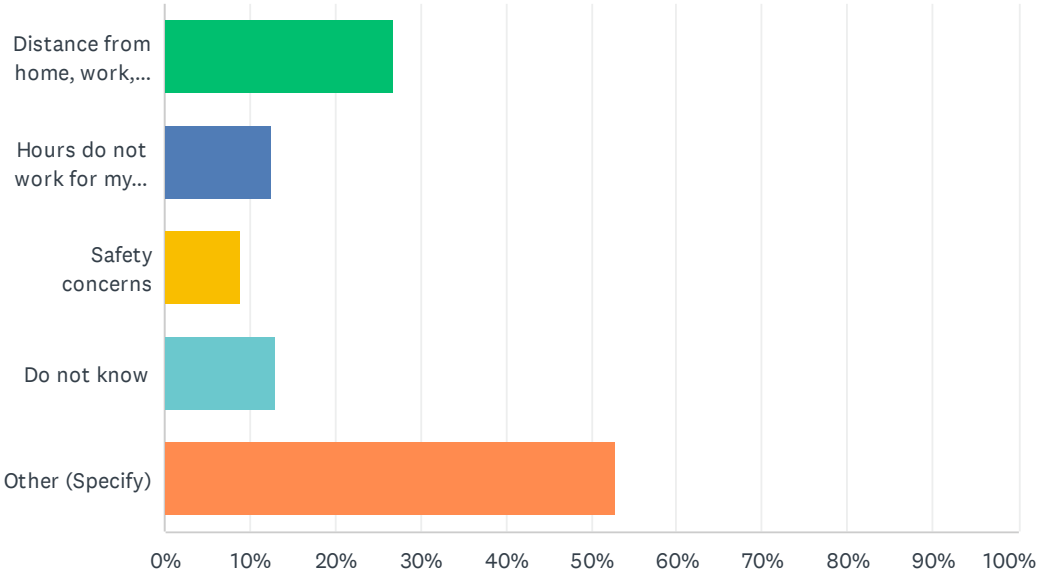
Answered: 734 Skipped: 0



ANSWER CHOICES	RESPONSES	
Every day	1.23%	9
Two or three times a week	7.63%	56
Weekly	22.34%	164
Monthly	30.93%	227
Three to five times a year	18.12%	133
Once or twice a year	8.17%	60
This is my first time	1.63%	12
None	8.72%	64
Do not know	1.23%	9
TOTAL		734

Q3 If you don’t use the Library, why not? (select all that apply)

Answered: 268 Skipped: 466



ANSWER CHOICES	RESPONSES	
Distance from home, work, childcare, etc.	26.87%	72
Hours do not work for my schedule	12.69%	34
Safety concerns	8.96%	24
Do not know	13.06%	35
Other (Specify)	52.99%	142
Total Respondents: 268		

#	OTHER (SPECIFY)	DATE
1	Only urgent response, such tax purposes, farmers forms and other important resurge documents	11/6/2022 4:27 PM
2	I come with my wife which is a member	11/6/2022 2:44 PM
3	I use it but I would use more if you had a branch closer to me. You need to have more branches!!!!	11/6/2022 9:20 AM
4	n/a	11/5/2022 2:00 PM
5	Only here 6 months a year	11/5/2022 1:55 PM
6	only come in when I've time	11/5/2022 1:41 PM
7	have not needed to	11/5/2022 1:16 PM
8	I do use the library	11/5/2022 12:59 PM
9	I do use the Library	11/5/2022 12:45 PM
10	n/a	11/5/2022 12:33 PM

11	We go to COAS-no due dates	11/5/2022 9:34 AM
12	Too many books at home	11/4/2022 6:32 PM
13	None	11/4/2022 5:02 PM
14	I live in South Carolina now	11/4/2022 11:24 AM
15	Unable to drive	11/4/2022 11:24 AM
16	I utilize Libby most, because of convenience.	11/4/2022 10:29 AM
17	Trouble using ebook readers	11/4/2022 9:01 AM
18	Parking	11/4/2022 8:54 AM
19	Covid	11/4/2022 7:48 AM
20	Disability	11/4/2022 7:41 AM
21	Covid	11/3/2022 8:49 PM
22	el trafico	11/3/2022 7:01 PM
23	I have moved to Rio Rancho, NM	11/3/2022 9:48 AM
24	Not really part of my interests/fit my needs	11/3/2022 9:02 AM
25	It's a ghetto	11/3/2022 6:36 AM
26	just haven't gotten there	11/2/2022 11:01 PM
27	Use my Kindle	11/2/2022 6:24 PM
28	your book selection is awful	11/2/2022 5:39 PM
29	I buy books that I want and have time to read. I do come for other purposes, though.	11/2/2022 2:46 PM
30	Covid	11/2/2022 2:06 PM
31	I have very limited time for personal reading activities	11/2/2022 2:03 PM
32	read so much regarding political stuff for what i do, or other stuff for fiction-writing, buying used books or researching stuff on line, that i don't get there as often as i should.	11/2/2022 1:27 PM
33	info not needed	11/2/2022 1:03 PM
34	I do use the library	11/2/2022 12:47 PM
35	I don't like the layout of the library. I prefer libraries that are organized more like bookstores (by genre) than Library of Congress so that I can browse more easily.	11/2/2022 10:08 AM
36	Use the libby app	11/2/2022 9:58 AM
37	I think it needs to look more like a library I would really like a updated look not do modern hard to explain it thanks	11/2/2022 1:26 AM
38	Have fines that need paid	11/1/2022 8:54 PM
39	Just not enough time. Too many other things to do.	11/1/2022 8:43 PM
40	we have our own in our facility	11/1/2022 8:31 PM
41	Not a great selection and its very dark and depressing inside.	11/1/2022 7:55 PM
42	Part-time LC resident	11/1/2022 7:47 PM
43	Covid	11/1/2022 7:36 PM
44	I forget about it. Thanks for this reminder email!	11/1/2022 7:28 PM
45	I forget about it. Thanks for this reminder email!	11/1/2022 7:27 PM
46	Most often check out books through the Libby app	11/1/2022 6:56 PM

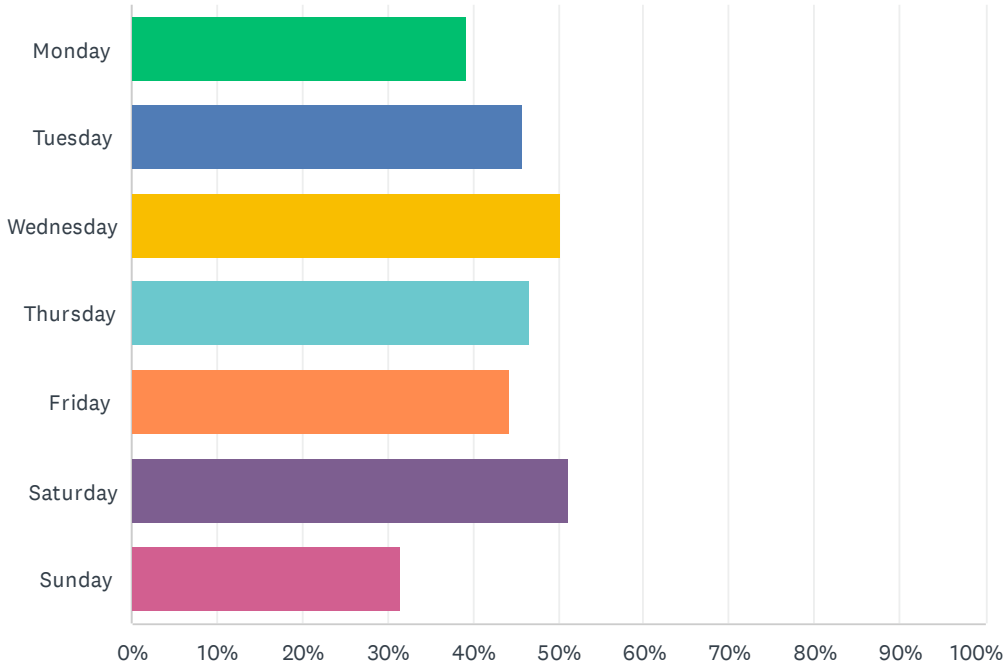
47	Live in TorC but use digital library often	11/1/2022 6:09 PM
48	I don’t drive. Hard to get a ride	11/1/2022 5:10 PM
49	The only time I was there I was accosted in the library by an aggressive alt-right individual, and someone was attempting to set the flag on fire outside. The librarians knew nothing about the website or how to check out ebooks/audio, and honestly, I have never returned.	11/1/2022 4:56 PM
50	Las Cruces is my second home, so I am not always there or I'd use it weekly..	11/1/2022 4:51 PM
51	Working	11/1/2022 4:46 PM
52	I need to learn what services are available so I can take advantage of them Is there a book club?	11/1/2022 4:37 PM
53	I use mostly online	11/1/2022 4:13 PM
54	I use an app to listen to audio books. I rarely go to the actual library because it is a 20 minute drive from my house	11/1/2022 4:12 PM
55	Digital library doesn't have a lot of current books available	11/1/2022 4:06 PM
56	i’d use it more often but apparently it expired? i don’t have time to drive downtown to renew it. bad system.	11/1/2022 3:34 PM
57	I use it, not enough books that I look for	11/1/2022 3:13 PM
58	You don’t have most of the books needed for my child preschool program or any that I have needed for my book club.	11/1/2022 3:10 PM
59	I have a large collection of reading at home waiting for time.	11/1/2022 2:58 PM
60	I use the Libby App that the library wonderfully offers.	11/1/2022 2:53 PM
61	It has seemed uninviting and parking has been a problem.	11/1/2022 2:49 PM
62	Covid. Ebooks can be accessed at home.	11/1/2022 1:58 PM
63	ebooks using those a lot	11/1/2022 1:40 PM
64	Doesn’t have ebooks I want	11/1/2022 1:25 PM
65	I use Amazon used books and google information	11/1/2022 1:22 PM
66	I am currently in a book club. Brannigan often has a limited library of books requested. Oftentimes, similar scarcity with ebooks.	11/1/2022 1:21 PM
67	I've gotten in the habit of reading e-books on my kindle, mostly checked out for the library in my summer home in Montana	11/1/2022 1:13 PM
68	parking is difficult	11/1/2022 1:12 PM
69	Utilize ebooks through Libby	11/1/2022 1:12 PM
70	I live in Anthony - so don't make it up to LC on a regular basis.	11/1/2022 1:07 PM
71	I buy a lot of books so I don’t use the library as much as I might. Most of my reading is non-fiction. I do use ILL quite a bit.	11/1/2022 1:04 PM
72	I had lost my card and just got a new one	11/1/2022 12:35 PM
73	Find books on line	11/1/2022 12:31 PM
74	Do all of my loans, etc. on line.	11/1/2022 12:30 PM
75	NA	11/1/2022 12:22 PM
76	n/a	11/1/2022 12:20 PM
77	Out of habit	11/1/2022 12:15 PM
78	things are unpredictable at the library since covid.	11/1/2022 12:15 PM
79	I don’t need to visit to check out books on Libby	11/1/2022 12:10 PM

80	I have fines and I never have cash when I'm near the library so I don't bother going in because I can't check anything out.	11/1/2022 12:08 PM
81	We have moved away from Las Cruces and will no longer be using this library.	11/1/2022 11:57 AM
82	COVID concerns	11/1/2022 11:55 AM
83	Lost my library card	11/1/2022 11:50 AM
84	Out of the habit.	11/1/2022 11:50 AM
85	reading a series that the library doesn't have	11/1/2022 11:30 AM
86	I provide new hard cover books to the library several times a year. I am presently reading only new books that I purchase then donate to the Brannigan Library.	11/1/2022 11:21 AM
87	The last time I went to the library- it didn't seem like a welcoming place.	11/1/2022 10:16 AM
88	we have just moved to Las Cruces; I expect to use the library regularly.	10/31/2022 5:59 PM
89	I don't read as often anymore	10/28/2022 12:22 PM
90	Book looking for not available	10/27/2022 7:51 PM
91	Not safe area of city	10/26/2022 10:56 AM
92	I use the library for my audiobooks. The selection is limited at Branigan. Now that Libby is available through Branigan I will check more often.	10/26/2022 10:47 AM
93	Have rarely found what I was looking for	10/26/2022 10:32 AM
94	I work at NMSU and use those libraries	10/25/2022 8:58 PM
95	I read online and research online	10/24/2022 8:02 PM
96	Not very updated.	10/24/2022 5:39 PM
97	Time	10/22/2022 11:18 AM
98	I have been followed around by men in the library. This includes walking to my car. This is not a safe place and I do not recommend it to anyone. I love the library and reading, but I do not feel safe being followed while I browse for books.	10/22/2022 6:37 AM
99	Mainly check out ebooks so I don't go to a physical location.	10/22/2022 12:15 AM
100	Prefer online ebooks and audio books on libby	10/21/2022 9:10 PM
101	No longer in school and I use the internet to obtain information	10/21/2022 5:15 PM
102	really miss the other classes (clubs)	10/21/2022 1:25 PM
103	Use personal reference materials, internet, or buy book from Apple.	10/21/2022 6:41 AM
104	Many times the books I need are not carried, or if they're in the system I can never find them on the shelves.	10/20/2022 11:30 PM
105	no time sometimes	10/20/2022 1:06 PM
106	I have an extensive library of my own, and go to the Brannigan to supplement my own holdings, especially with older and rare books	10/19/2022 9:25 PM
107	I just requested my library card	10/19/2022 2:54 PM
108	Covid	10/19/2022 12:08 AM
109	Just moved here full time	10/18/2022 5:07 PM
110	I use ebooks and audio books that I check out from home.	10/16/2022 10:59 PM
111	Purchase books to read	10/16/2022 9:16 PM
112	Usually purchase books; also library facility is usually congested and not sufficiently quiet.	10/16/2022 10:52 AM
113	Lack of knowledge of services available	10/16/2022 8:40 AM

114	I read less with progressive lenses	10/16/2022 7:23 AM
115	Uttilize checkout of ebooks online	10/16/2022 7:16 AM
116	Books I want are not available.	10/15/2022 7:08 PM
117	I lack the time to use it more.	10/15/2022 12:44 PM
118	Old fines from childhood.	10/15/2022 4:03 AM
119	content	10/14/2022 3:55 PM
120	I am disabled, and I am hesitant to travel from Picacho Mountain and back without help.	10/14/2022 1:26 AM
121	N/A	10/13/2022 5:35 PM
122	I didn't go to the library at all during COVID.	10/13/2022 3:44 PM
123	Usually only use it for research, like Consumer Reports before buying.	10/13/2022 3:43 PM
124	I havent had the need	10/13/2022 2:40 PM
125	Prefer digital library	10/13/2022 11:54 AM
126	Covid Pandemic restrictions	10/13/2022 8:58 AM
127	I prefer ebooks	10/12/2022 11:15 PM
128	children area is not comfortable	10/12/2022 6:44 PM
129	I'm a senior with some mobility issues and would like to take public transportation from the Sonoma Ranch area. I t would be great to have a bus chedule that goes directly from my neighborhood to downtown.	10/12/2022 5:24 PM
130	Don't have the books I'm looking for	10/12/2022 3:33 PM
131	I look around while my son participates in a teen group.	10/12/2022 2:55 PM
132	I look around while my son participates in a teen group.	10/12/2022 2:55 PM
133	don't have a lot of books	10/12/2022 11:07 AM
134	Don’t typically have what we are looking for.	10/12/2022 10:48 AM
135	Haven't had a need.	10/12/2022 7:03 AM
136	Live in Colorado most of the year but own a house in LC	10/12/2022 12:16 AM
137	I now have Audiobooks app & streaming. I didn't realize the library has audio books	10/11/2022 11:39 PM
138	The library didn't have the books I was looking for.	10/11/2022 6:34 PM
139	Confusing question. I don’t go but I’m on Libby almost everyday	10/11/2022 6:05 PM
140	Don't have the book I want	10/11/2022 4:55 PM
141	limited selection of books	10/11/2022 5:05 AM
142	Terrible selection and rude staff	10/11/2022 12:15 AM

Q4 What day of the week do you typically visit the Library? (select all that apply).

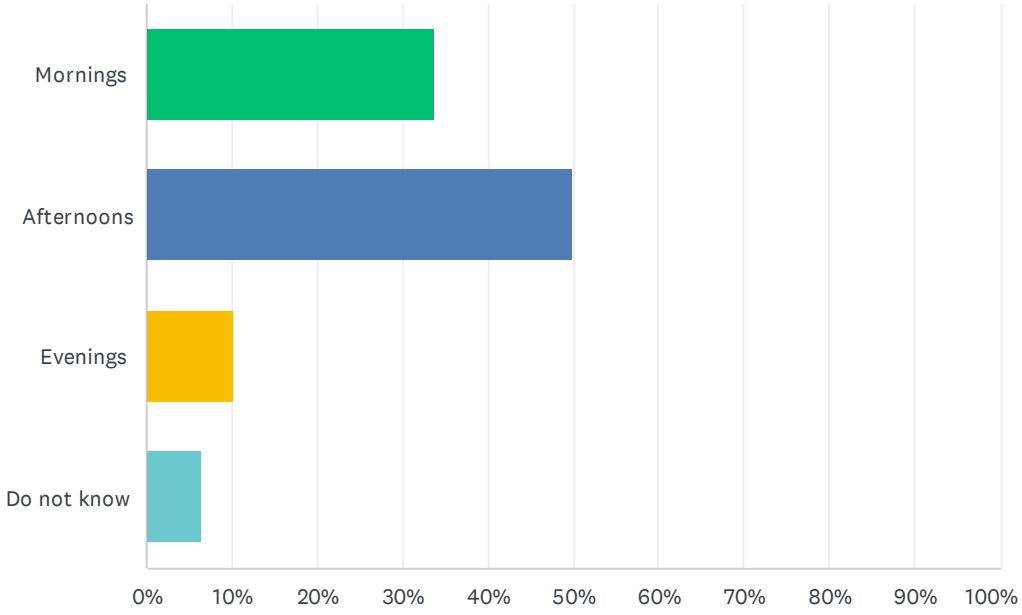
Answered: 638 Skipped: 96



ANSWER CHOICES	RESPONSES	
Monday	39.18%	250
Tuesday	45.92%	293
Wednesday	50.31%	321
Thursday	46.71%	298
Friday	44.36%	283
Saturday	51.10%	326
Sunday	31.50%	201
Total Respondents: 638		

Q5 What time of day do you typically visit the Library? (select only one)

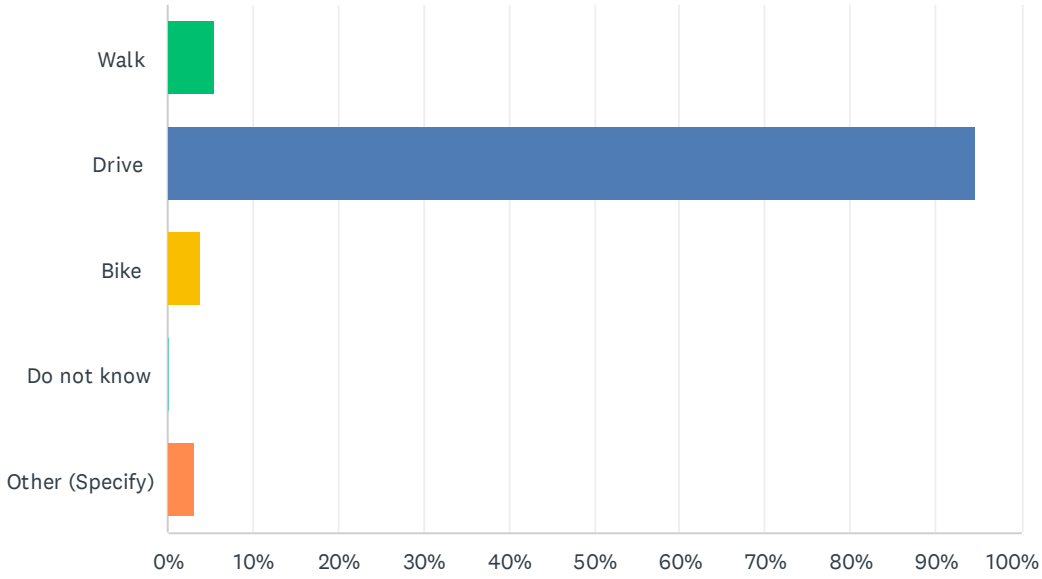
Answered: 678 Skipped: 56



ANSWER CHOICES	RESPONSES	
Mornings	33.63%	228
Afternoons	49.85%	338
Evenings	10.18%	69
Do not know	6.34%	43
TOTAL		678

Q6 What mode of transportation do you use to get to the Library? (select all that apply)

Answered: 709 Skipped: 25



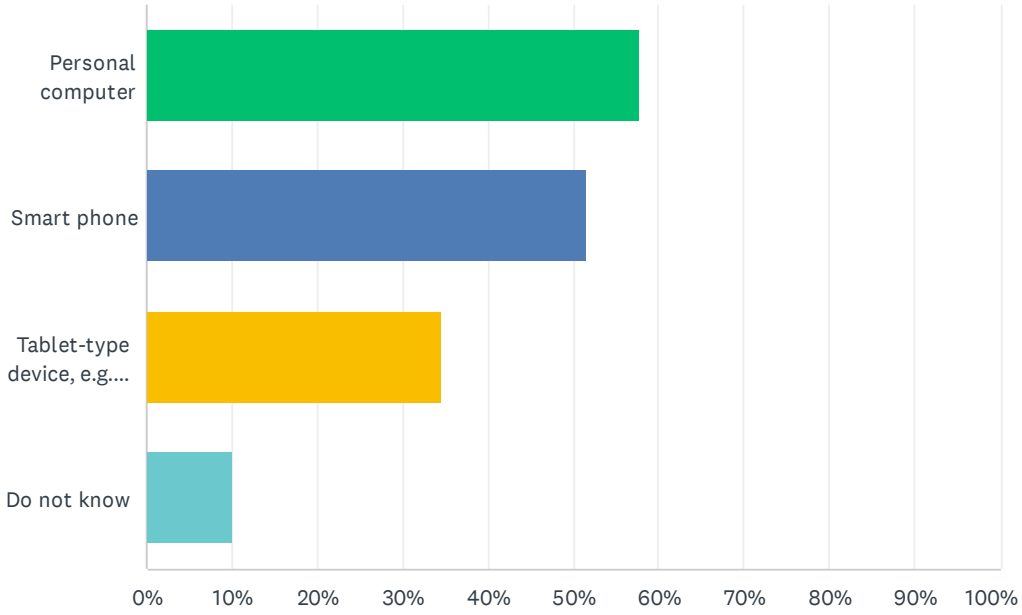
ANSWER CHOICES	RESPONSES	
Walk	5.64%	40
Drive	94.64%	671
Bike	3.81%	27
Do not know	0.14%	1
Other (Specify)	3.10%	22
Total Respondents: 709		

#	OTHER (SPECIFY)	DATE
1	bus	11/5/2022 2:13 PM
2	I live in South Carolina	11/4/2022 11:24 AM
3	NA	11/4/2022 7:41 AM
4	bus	11/3/2022 11:57 AM
5	Digital, online	11/2/2022 12:47 PM
6	Bus	11/1/2022 7:13 PM
7	Bus	11/1/2022 5:57 PM
8	Friends to drive me there	11/1/2022 5:10 PM
9	Book by mail	11/1/2022 4:44 PM
10	Both bike and drive, depending.	11/1/2022 12:45 PM

11	Roadrunner	11/1/2022 11:55 AM
12	Bus	11/1/2022 11:42 AM
13	Books by mail	11/1/2022 11:36 AM
14	I use the online services only and do not visit in person	10/21/2022 4:53 PM
15	Bus/bike Route 1 or 2	10/20/2022 1:01 PM
16	Listen to audiobooks daily at home.	10/16/2022 12:59 PM
17	bus	10/15/2022 10:18 PM
18	My husband drives me, but it would be great to be able to take a direct shuttle bus downtown. It would need to circle my neighbrorhood so I could board close to my house.	10/12/2022 5:24 PM
19	online - love Libby and Hoopla	10/12/2022 5:17 PM
20	walk/ drive	10/12/2022 6:47 AM
21	I am an ebook girl	10/11/2022 6:05 PM
22	virtually	10/11/2022 2:57 PM

Q7 If you access the Las Cruces Public Library's website or eBooks/eAudiobooks, do you use … (select all that apply)

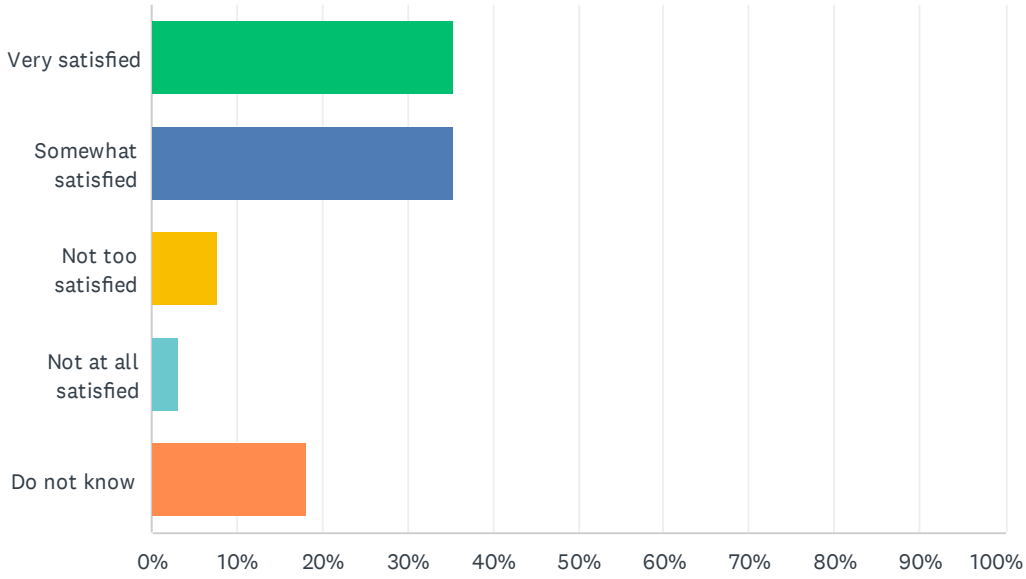
Answered: 664 Skipped: 70



ANSWER CHOICES	RESPONSES	
Personal computer	57.83%	384
Smart phone	51.51%	342
Tablet-type device, e.g. Kindle, iPad, etc.	34.49%	229
Do not know	10.09%	67
Total Respondents: 664		

Q8 Overall, how satisfied are you with the website and eBooks/eAudiobooks available to you through the Las Cruces Public Library? Would you say you are… (select one)

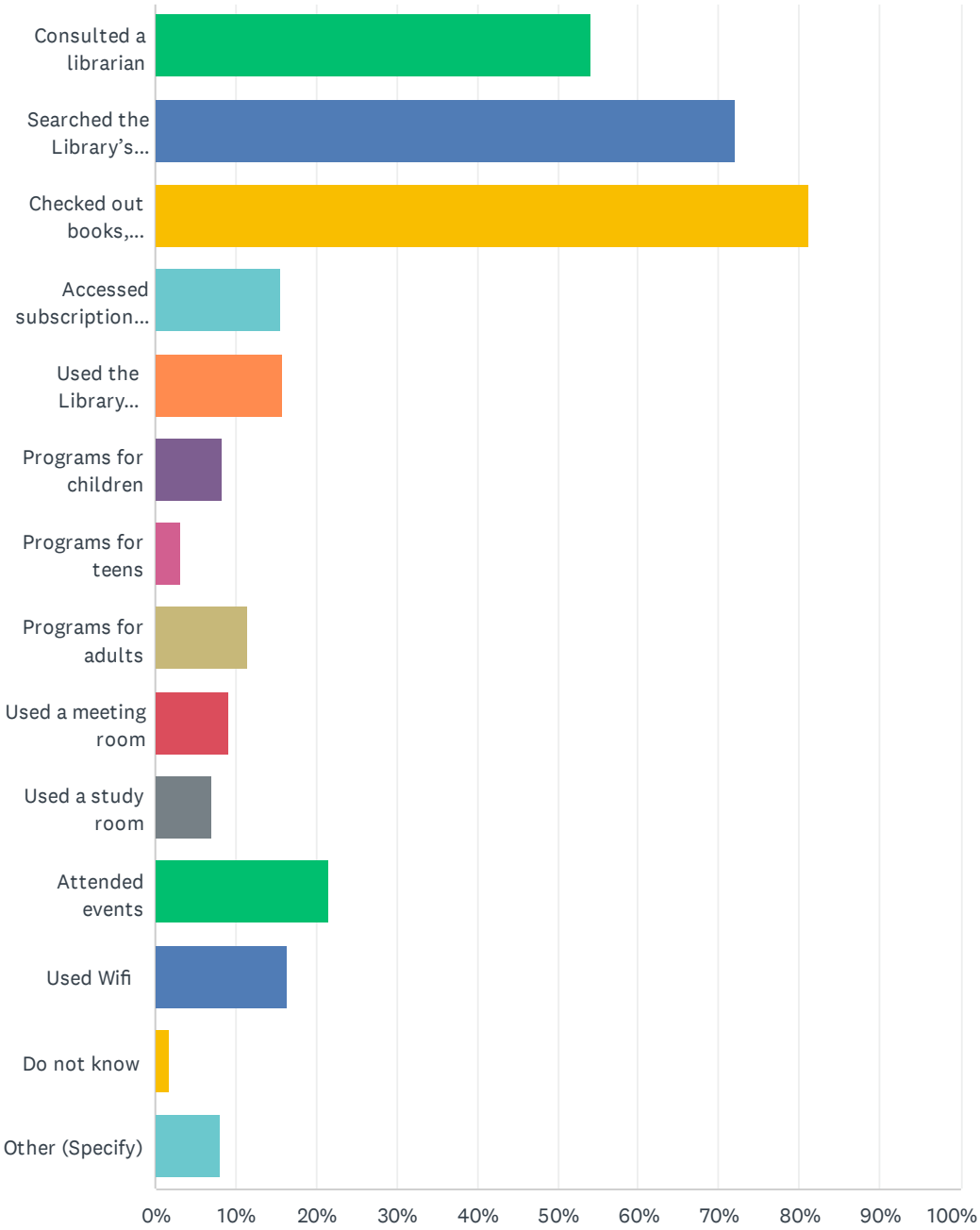
Answered: 696 Skipped: 38



ANSWER CHOICES	RESPONSES	
Very satisfied	35.49%	247
Somewhat satisfied	35.49%	247
Not too satisfied	7.76%	54
Not at all satisfied	3.16%	22
Do not know	18.10%	126
TOTAL		696

Q9 During the past year, which of the following library services did you use? (select all that apply)

Answered: 718 Skipped: 16



ANSWER CHOICES	RESPONSES	
Consulted a librarian	54.18%	389
Searched the Library's catalog	72.14%	518
Checked out books, audiobooks, eBooks, eAudiobooks, DVDs, other digital content	81.20%	583
Accessed subscription database services through the Library's website	15.46%	111
Used the Library computers or printers for the Internet, e-mail, etc.	15.74%	113
Programs for children	8.22%	59
Programs for teens	3.20%	23
Programs for adults	11.42%	82
Used a meeting room	9.19%	66
Used a study room	6.96%	50
Attended events	21.59%	155
Used Wifi	16.43%	118
Do not know	1.67%	12
Other (Specify)	8.08%	58
Total Respondents: 718		

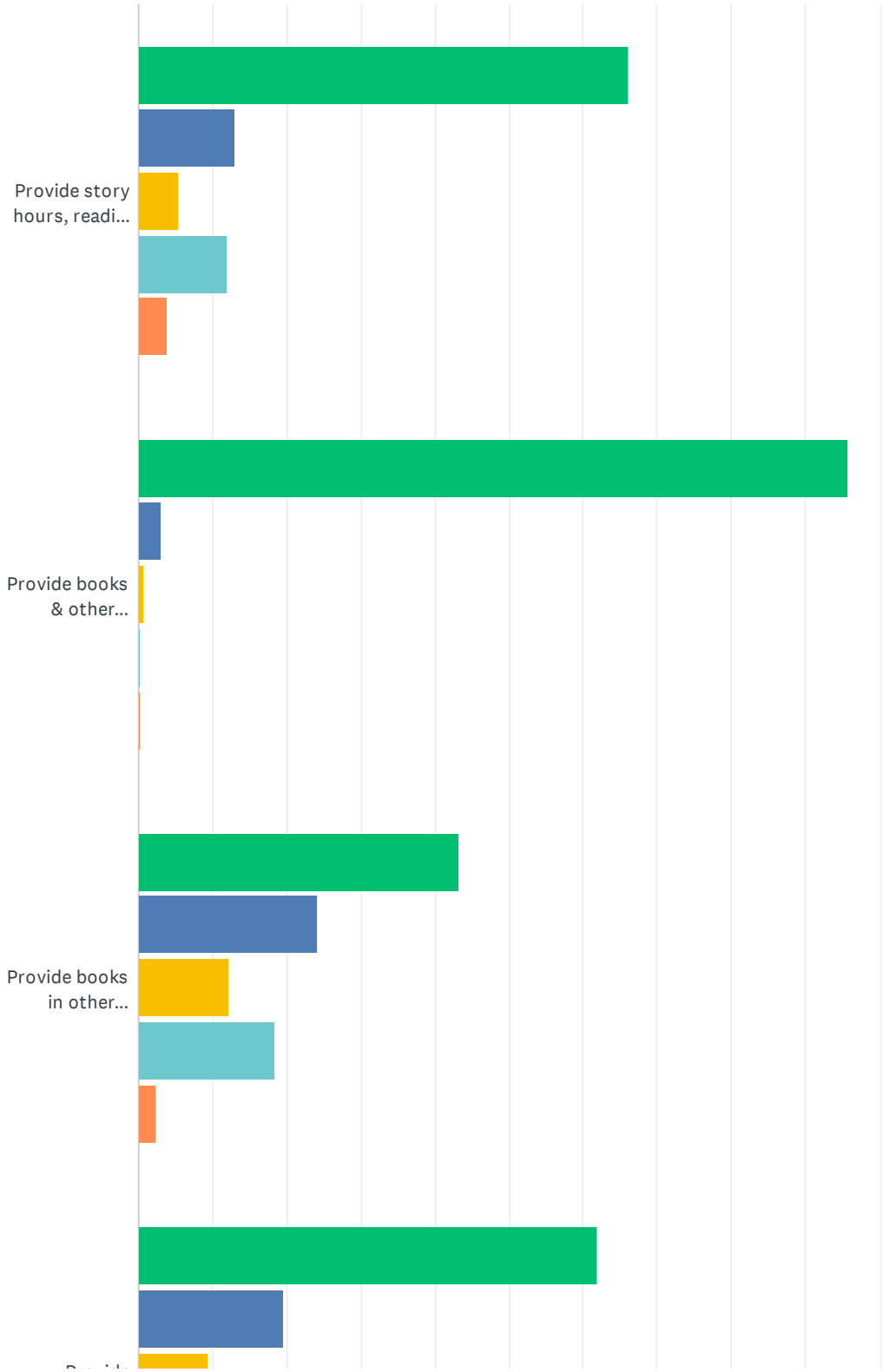
#	OTHER (SPECIFY)	DATE
1	Check out books	11/6/2022 9:18 PM
2	movies	11/5/2022 2:04 PM
3	I often find it difficult to find a link to the order form page to order books by interlibrary loan	11/5/2022 1:32 PM
4	read books	11/5/2022 1:20 PM
5	Libraries are for learning & advancement not story & Play time	11/5/2022 1:16 PM
6	printing printer	11/5/2022 12:45 PM
7	worked the book sale	11/5/2022 12:33 PM
8	Notary service	11/4/2022 11:08 AM
9	reading challenge, newsletter	11/4/2022 9:18 AM
10	Tried to use the ebook system but failed	11/3/2022 9:02 AM
11	Movies & Documenteries	11/2/2022 9:41 PM
12	will not use the library	11/2/2022 5:39 PM
13	local authors event; other meetings in Roadrunner Room	11/2/2022 1:27 PM
14	None	11/2/2022 8:31 AM
15	Not used any	11/1/2022 11:05 PM
16	Personal note taking	11/1/2022 8:02 PM
17	assisted with a book sale, purchased books at a book sale	11/1/2022 6:56 PM
18	interlibrary loan	11/1/2022 6:18 PM
19	digital library	11/1/2022 6:09 PM

20	Copy machine...so very convenient	11/1/2022 5:52 PM
21	Visited the library with my grandkids	11/1/2022 2:19 PM
22	Used book sale & notary service	11/1/2022 2:10 PM
23	Browsed the New Book shelf	11/1/2022 1:58 PM
24	Checked out books	11/1/2022 1:18 PM
25	Inter library loan	11/1/2022 1:04 PM
26	Used genealogy section	11/1/2022 12:45 PM
27	Your interlibrary loan service - which rocks!	11/1/2022 12:16 PM
28	Inter library books	11/1/2022 12:15 PM
29	None	11/1/2022 11:55 AM
30	Never tried itmi	11/1/2022 11:50 AM
31	I really like putting books on hold and pick them up at the library. I have limited mobility and can't get around easily.	11/1/2022 11:45 AM
32	ill and requested purchases	11/1/2022 11:43 AM
33	Notary service	11/1/2022 11:42 AM
34	Checked out physical books	11/1/2022 11:27 AM
35	Donate new hard cover books	11/1/2022 11:21 AM
36	n/a	11/1/2022 10:16 AM
37	Used the records	10/31/2022 6:00 PM
38	The above were at our former libraries (reciprocal cards in two CO counties).	10/31/2022 5:59 PM
39	Haven’t been to the library in over a year	10/27/2022 6:34 PM
40	Haven’t gone in yrs last visit creepy guy was using public crt…and if drag queen story hrs are norm now will NOT support libraries	10/26/2022 10:56 AM
41	None	10/26/2022 10:32 AM
42	Recycled batteries	10/21/2022 11:00 PM
43	copier	10/21/2022 12:03 PM
44	None	10/21/2022 6:41 AM
45	Periodicals Room	10/20/2022 3:14 PM
46	got copys	10/20/2022 1:06 PM
47	movies	10/20/2022 1:01 PM
48	referred to reserved/rare books	10/19/2022 9:25 PM
49	Inter-library loans	10/18/2022 4:13 PM
50	seed library	10/18/2022 8:17 AM
51	Love the adult crafting classes.	10/16/2022 12:59 PM
52	Used notary services	10/15/2022 12:44 PM
53	Printing/Copying	10/14/2022 9:32 PM
54	participated in the mini art show, checked out seeds	10/14/2022 8:57 PM
55	Book sale	10/14/2022 1:56 PM
56	Used library as a quiet place to read and conduct research.	10/13/2022 9:52 AM

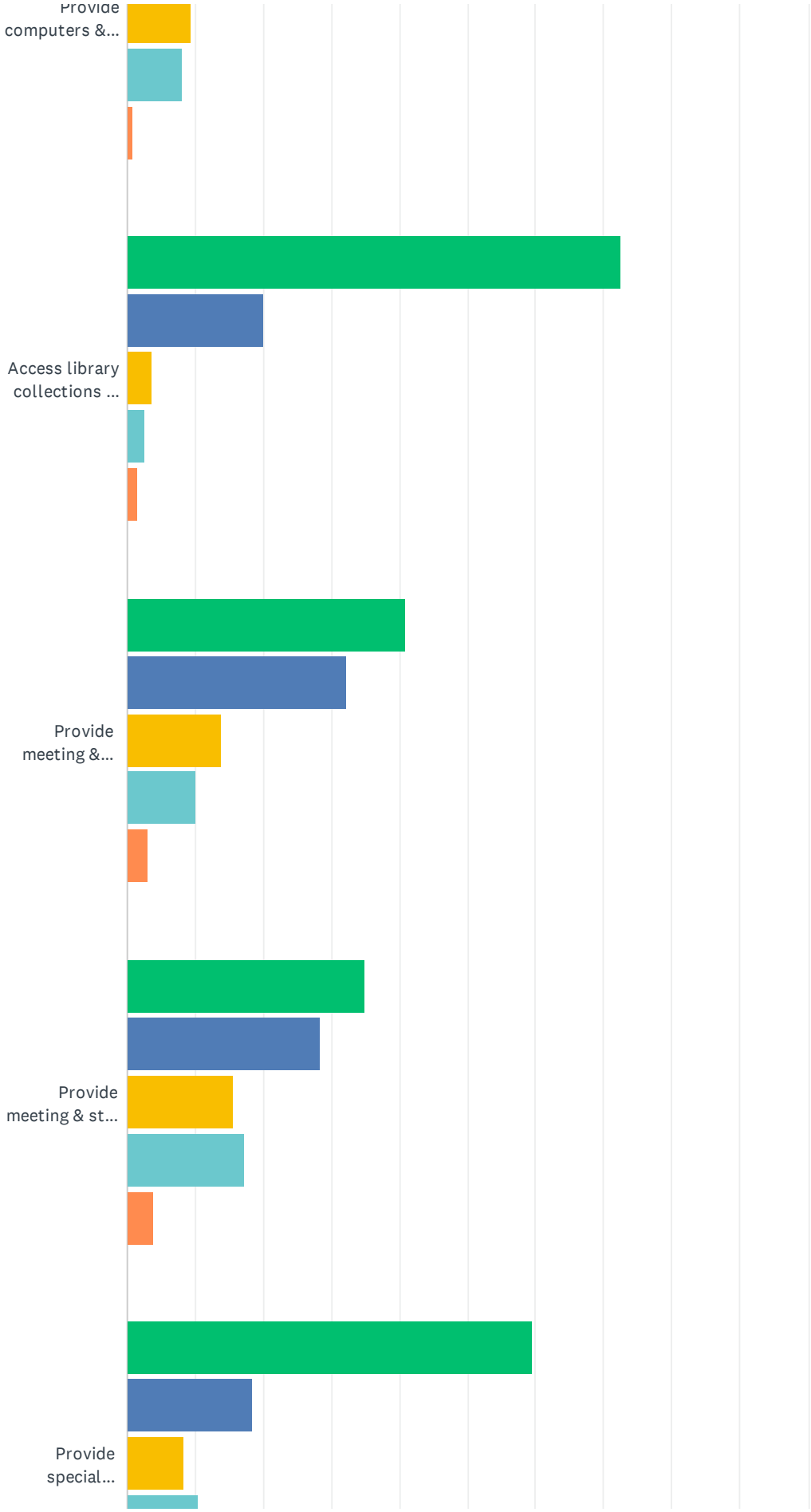
57	didn't realize Wifi was available - will use in the future	10/12/2022 5:17 PM
58	ILL	10/11/2022 5:05 AM

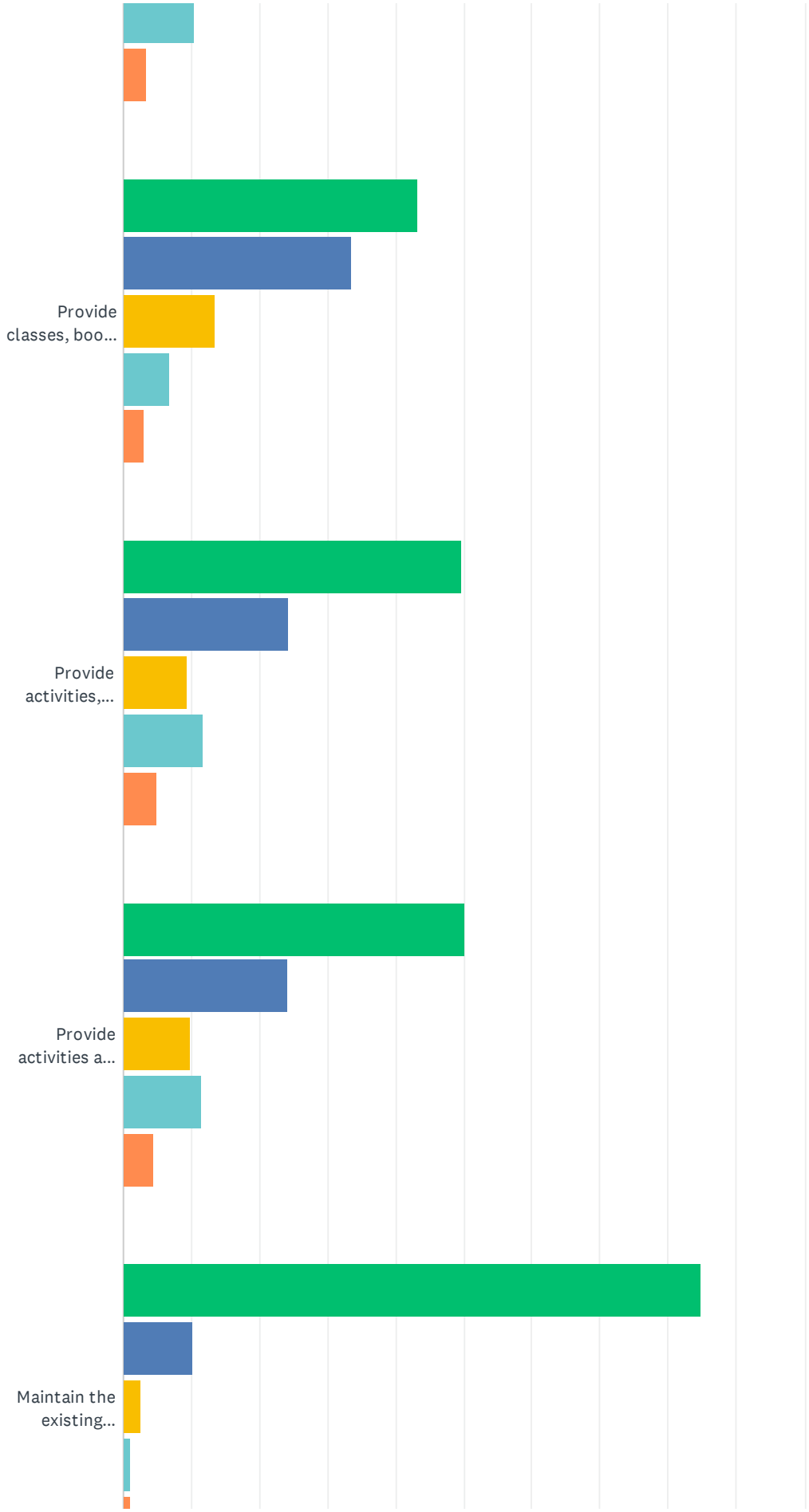
Q10 Here is a list of services that many public libraries provide. Read the list and check whether each service is very important, somewhat important, slightly important, or not at all important to you.

Answered: 728 Skipped: 6

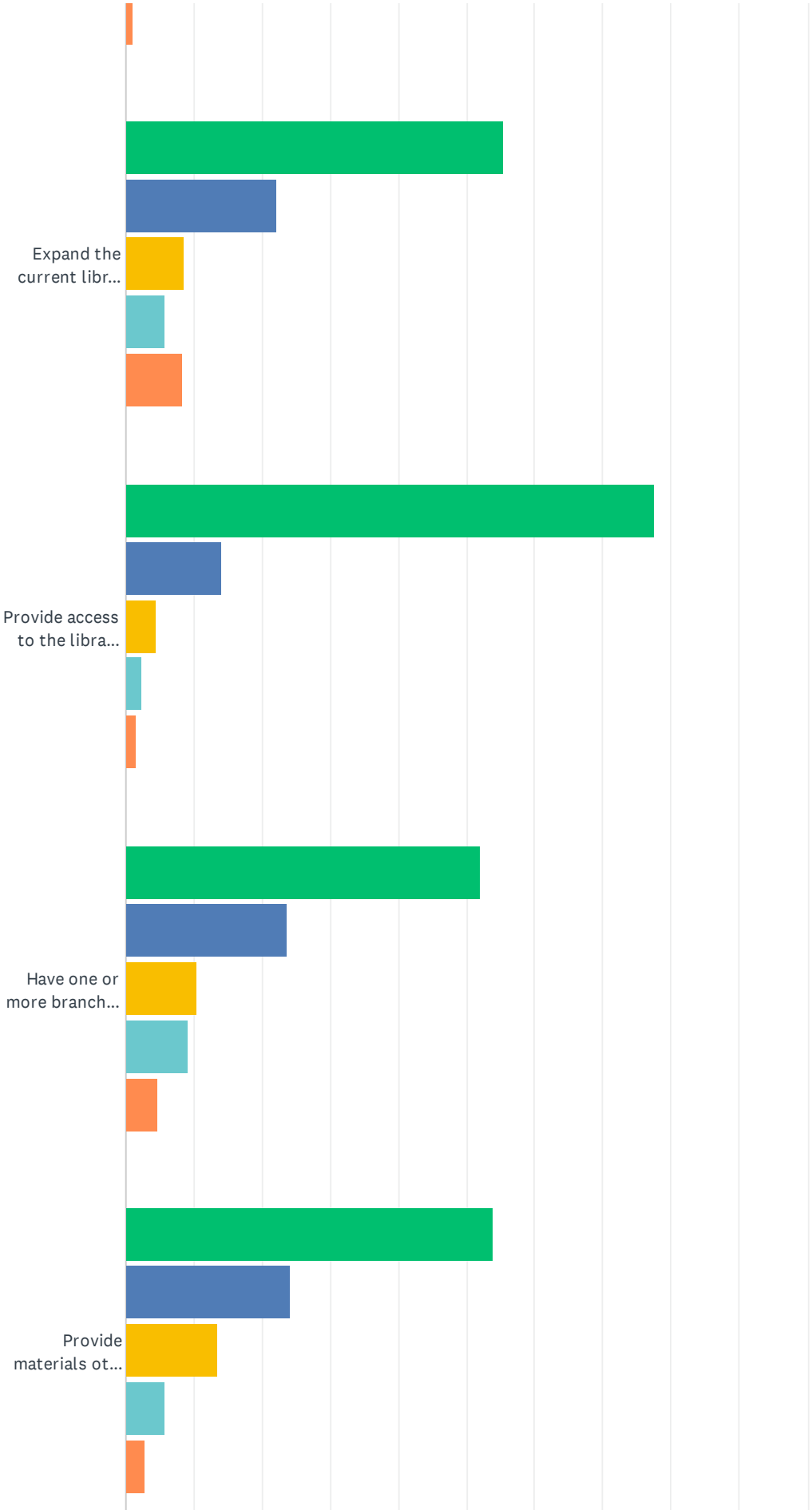


Las Cruces Public Library Survey

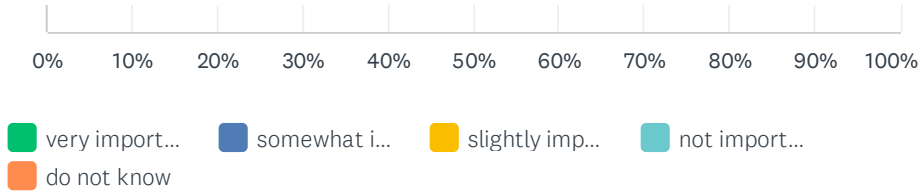



Provide classes, boo...
Provide activities,...
Provide activities a...
Maintain the existing...

Las Cruces Public Library Survey



Las Cruces Public Library Survey

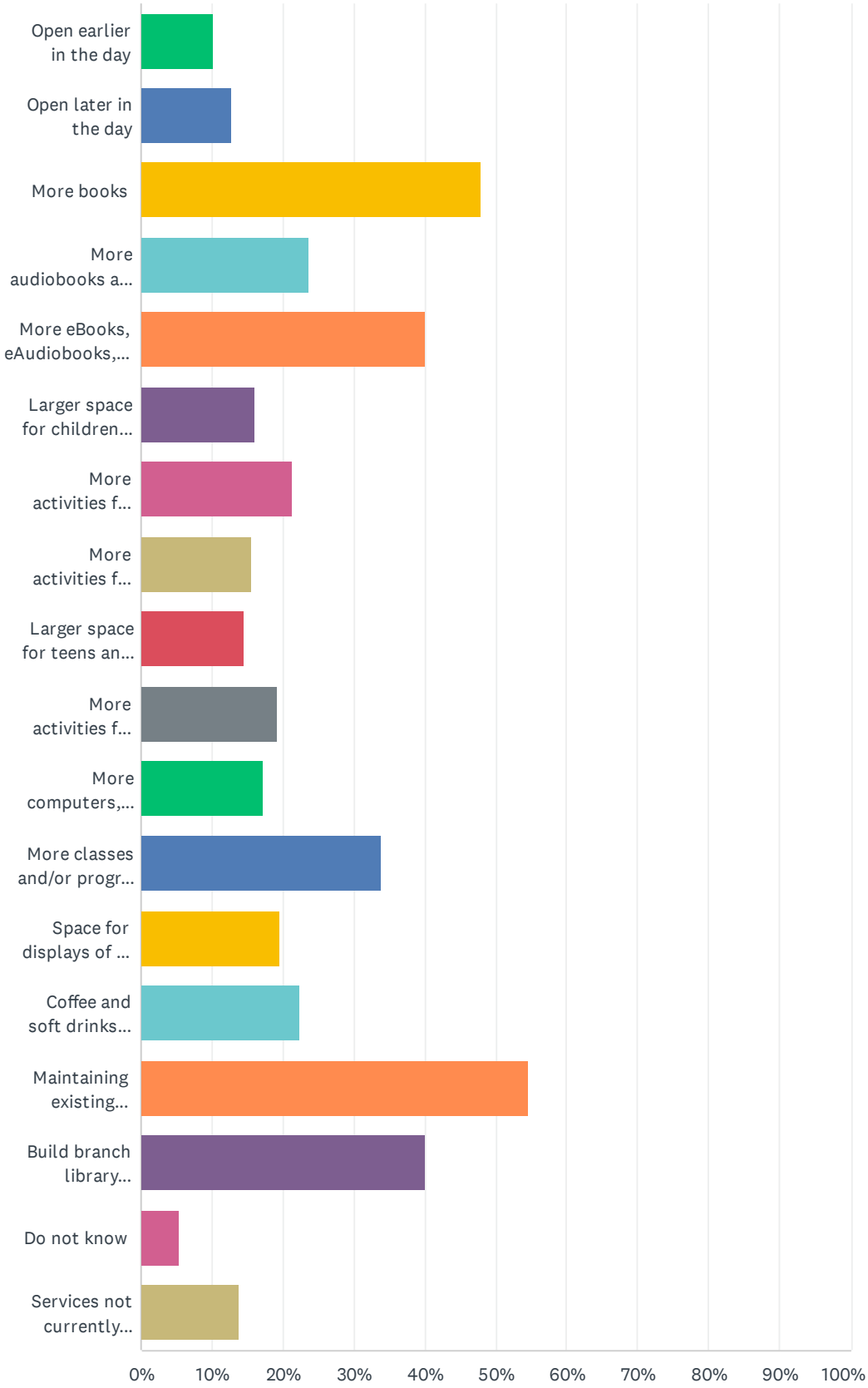


	VERY IMPORTANT	SOMEWHAT IMPORTANT	SLIGHTLY IMPORTANT	NOT IMPORTANT	DO NOT KNOW	TOTAL	WEIGHTED AVERAGE
Provide story hours, reading programs & other learning activities for children	66.06% 475	12.93% 93	5.29% 38	11.96% 86	3.76% 27	719	3.38
Provide books & other materials	95.71% 692	3.04% 22	0.69% 5	0.28% 2	0.28% 2	723	3.95
Provide books in other languages	43.18% 307	24.05% 171	12.24% 87	18.28% 130	2.25% 16	711	2.94
Provide computers & online services	61.94% 441	19.66% 140	9.41% 67	8.15% 58	0.84% 6	712	3.37
Access library collections & information from home computers	72.40% 522	19.97% 144	3.61% 26	2.50% 18	1.53% 11	721	3.65
Provide meeting & conference rooms for community groups & public activities	40.95% 292	32.12% 229	13.88% 99	10.10% 72	2.95% 21	713	3.07
Provide meeting & study rooms for personal use	34.88% 248	28.41% 202	15.61% 111	17.30% 123	3.80% 27	711	2.84
Provide special equipment for visually & hearing-impaired customers	59.44% 425	18.32% 131	8.39% 60	10.49% 75	3.36% 24	715	3.31
Provide classes, book discussions, lectures & other programs for adults	43.28% 309	33.47% 239	13.45% 96	6.86% 49	2.94% 21	714	3.17
Provide activities, discussions & programs for teenagers	49.65% 353	24.33% 173	9.28% 66	11.81% 84	4.92% 35	711	3.18
Provide activities and programs for teens and tweens	50.21% 355	24.19% 171	9.76% 69	11.46% 81	4.38% 31	707	3.18
Maintain the existing library facility	84.94% 609	10.18% 73	2.65% 19	1.12% 8	1.12% 8	717	3.81
Expand the current library facility	55.35% 388	22.11% 155	8.56% 60	5.71% 40	8.27% 58	701	3.39
Provide access to the library via computer / cell phone	77.65% 556	13.97% 100	4.47% 32	2.37% 17	1.54% 11	716	3.70
Have one or more branch libraries	51.97% 370	23.74% 169	10.39% 74	9.27% 66	4.63% 33	712	3.24
Provide materials other than books including DVDs, CDs, Hotspots, etc.	53.94% 383	24.08% 171	13.52% 96	5.77% 41	2.68% 19	710	3.30

Q11 What improvements would you like to see made regarding the Las Cruces Public Library? (select all that apply)

Answered: 721 Skipped: 13

Las Cruces Public Library Survey



ANSWER CHOICES	RESPONSES	
Open earlier in the day	10.26%	74
Open later in the day	12.90%	93
More books	47.99%	346
More audiobooks and DVDs	23.72%	171
More eBooks, eAudiobooks, or other digital content	40.08%	289
Larger space for children's services	16.09%	116
More activities for school-age children	21.36%	154
More activities for children under 5	15.53%	112
Larger space for teens and tweens	14.56%	105
More activities for teens and tweens	19.14%	138
More computers, software, printers/scanners, and technology	17.20%	124
More classes and/or programs for adults	33.84%	244
Space for displays of art and other items	19.69%	142
Coffee and soft drinks service	22.33%	161
Maintaining existing library facilities	54.65%	394
Build branch library facilities	40.08%	289
Do not know	5.27%	38
Services not currently offered (Specify)	13.87%	100
Total Respondents: 721		

#	SERVICES NOT CURRENTLY OFFERED (SPECIFY)	DATE
1	branches, drop offs around town	11/6/2022 12:37 PM
2	More online audiobook options	11/6/2022 10:07 AM
3	Open earlier on weekends, 9 am!	11/5/2022 6:40 PM
4	printers/scanners	11/5/2022 2:04 PM
5	English Dictionary	11/5/2022 1:20 PM
6	more programs for adults and perhaps visiting lectures by professors,authors and journalists that can be visited in-person or live on youtube	11/5/2022 12:23 PM
7	I love that children have programs, but I think it would be great if they had their own space where they can make noise and participate in their activities without disturbing those who are there to study or read quietly.	11/5/2022 4:11 AM
8	Book mobile, ability to borrow ebooks from other libraries.	11/4/2022 10:43 PM
9	Accessing libraries from the surrounding counties including those in Texas	11/4/2022 4:36 PM
10	It is great to hear that Sage is opening--Computers and newspapers.	11/4/2022 3:33 PM
11	Drive up pick up and return books and a designated parking space to return books!	11/4/2022 11:29 AM
12	Less homeless activity	11/4/2022 5:20 AM

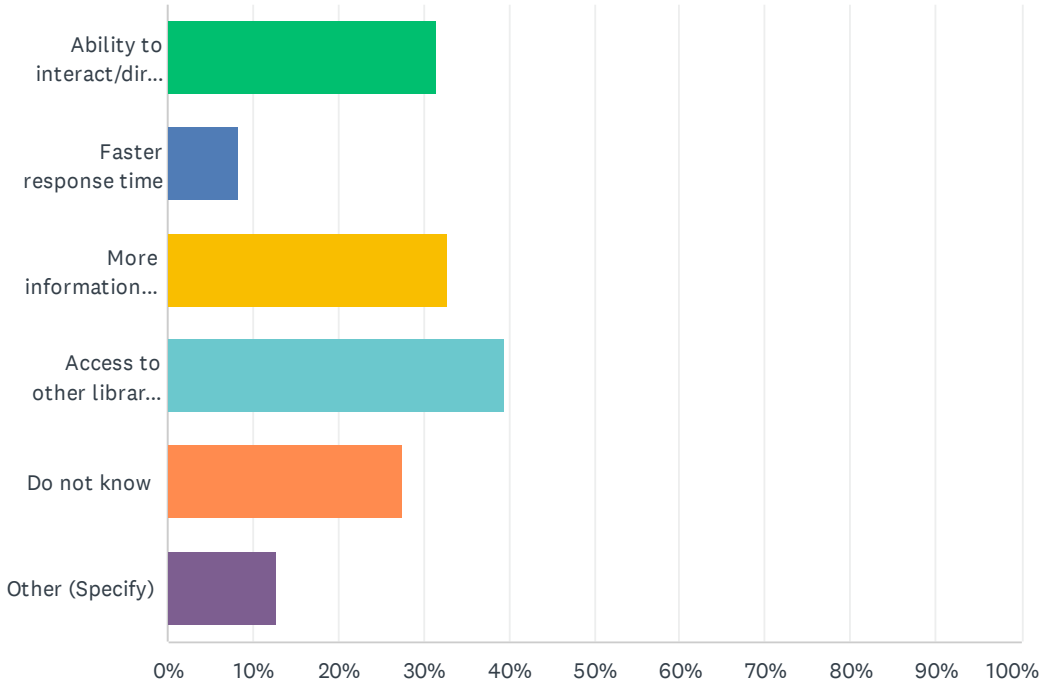
13	We need another branch library in sonoma ranch and have for years now	11/3/2022 11:59 PM
14	Un grupo de amigos de la biblioteca más visible en la comunicad. Mayor colaboración con las escuelas públicas, DACC y NMSU. Mejor servicio en español, incluyendo esta encuesta.	11/3/2022 7:01 PM
15	meeting spaces (up to 15 people?) with Zoom capability to support citizen participation in collaborations across NM (with legislature?)	11/3/2022 10:45 AM
16	More Mobile book services for the community	11/3/2022 9:54 AM
17	more comprehensive selection of magazines	11/3/2022 9:13 AM
18	Life check outs, like board games, metal dectors, kits to learn a new skill	11/3/2022 9:02 AM
19	Expand large-print section	11/3/2022 8:47 AM
20	Expand/promote interlibrary loan	11/2/2022 5:10 PM
21	open earlier on Saturday to coincide with Farmer's market	11/2/2022 4:24 PM
22	More study Rooms	11/2/2022 12:47 PM
23	Accommodate a small space for the Lion Crane reading program which greatly benefits elementary age children.	11/2/2022 11:04 AM
24	more unisex/accessible restrooms, better internet/wifi for all, more spaces for casual meeting/reading	11/2/2022 10:08 AM
25	Satellite branch on the east side (Sonoma Ranch) for drop offs and pick up	11/2/2022 8:24 AM
26	Bookmobile for people living in more remote areas served by our library	11/2/2022 7:41 AM
27	Please bring aquariums back	11/2/2022 1:26 AM
28	Accommodate a small space for the Lion Crane reading program which greatly benefits elementary age children.	11/1/2022 10:05 PM
29	3D Printer	11/1/2022 9:13 PM
30	Don't change it. It's all fine.	11/1/2022 8:57 PM
31	Classes or events for the deaf	11/1/2022 8:54 PM
32	More drive through drop off boxes	11/1/2022 6:55 PM
33	Q	11/1/2022 6:41 PM
34	I very much miss Freading	11/1/2022 6:09 PM
35	3D Printers and classes	11/1/2022 5:48 PM
36	Hire librarians who know what the internet is, and what ebooks are.	11/1/2022 4:56 PM
37	Game night for adults (cards, board games, book club)	11/1/2022 4:37 PM
38	I would love for the Sage Cafe location to reopen.	11/1/2022 4:12 PM
39	expand hours at Sage Cafe branch	11/1/2022 3:34 PM
40	More Playaways	11/1/2022 3:29 PM
41	I have Auditory perception disorder, too much noise with kids running around and rude workers who talk loudly when upstairs close to offices. You all need to be less rude to those of us with hearing disorder. One quit room that is noisy as hell!!!?? Stop being such bigots when it comes to people & disorder I do not need to show you my medical records. Less bigotry!!!!	11/1/2022 3:13 PM
42	Provide free makerspace for public with 3-D printers, Cricut machines, T-Shirt presses, sewing machines, etc.	11/1/2022 2:58 PM
43	Morning hours on Sundays	11/1/2022 2:10 PM
44	Search catalog by format (e.g. I want this book, but only as ebook).	11/1/2022 1:58 PM
45	more playaways	11/1/2022 1:50 PM

46	More magazines offered	11/1/2022 1:47 PM
47	branch in picacho hills	11/1/2022 1:40 PM
48	more technology for teens and adults to programing and making videos and a kind of maker space/	11/1/2022 1:10 PM
49	i love the library as it is.	11/1/2022 12:37 PM
50	Better interaction when patrons request new books, Better I.L.L. programL	11/1/2022 12:22 PM
51	Provide more work spaces for individuals	11/1/2022 12:15 PM
52	regular hours	11/1/2022 12:15 PM
53	A way to pay fines online. Please I beg you. I'll pay any fees associated with online fine payments.	11/1/2022 12:08 PM
54	Makerspace, technology checkout	11/1/2022 11:55 AM
55	Drive up windows	11/1/2022 11:49 AM
56	Media suite to transfer old tapes to Bluray. Seed library.	10/31/2022 5:59 PM
57	Drop box other than main branch; like at a bank or hospital	10/27/2022 7:51 PM
58	More blurays; Additionally, the probation period that exists on new library cards is asinine and detrimental to a properly functioning library. It is incumbent on a library to encourage patrons to use their services, not immediately hamper them upon signing up for said services. Imagine a young family coming in to get a new library card and then being told they can only check out five books at once for the first three months. That family that probably wanted to check out a dozen or more books (children's books don't take that long to read and variety is the spice of life) then might just decide not to use the library or at least not get into the habit of using it because of this restriction. Reasonable lending limitations are understandable, but when the first impression of the library is them saying "no, you can't use us as much as you want" then that leaves a sour taste in my mouth	10/25/2022 3:06 PM
59	Maybe a face lift to the place. It’s looking very run down.	10/24/2022 5:39 PM
60	Remodel the library completely	10/23/2022 9:27 AM
61	John Stout should be paid much more.	10/21/2022 5:24 PM
62	Replace books that are missing from a series. Buy more classic/Newbury award books like The Good Master by Kate Seredy. Buy more children's animal/history books that are more like stories, for instance: books by Diane Stanley, Giovanni Caselli, or The Impatient Turtle and Trouble In A Fur Coat, both by Janette Oke.	10/21/2022 3:54 PM
63	New Buildings	10/21/2022 2:18 PM
64	your doing great :) keep up the good work!	10/21/2022 1:34 PM
65	Computer Classes (coding etc.)	10/21/2022 1:25 PM
66	renovate the whole building! flooring gets flooded underneath after heavy rain storm! Provide wheelchair accessability for the back door entrance for employees!	10/21/2022 12:03 PM
67	Stop pushing agendas!	10/20/2022 11:30 PM
68	Better Language Learning Resources	10/20/2022 3:40 PM
69	video games to check out xbox, playstation	10/20/2022 3:07 PM
70	more large print books	10/20/2022 12:18 PM
71	Sharing with other libraries. Periodicals/newspapers from around the region at least digitally	10/19/2022 9:25 PM
72	freegal	10/19/2022 4:29 PM
73	More magazines to Chek out	10/18/2022 11:43 PM
74	Like to see storytimes and/or all ages programs offered in building and out in parks or other community facilities	10/18/2022 12:01 PM

75	maker space, tool lending library	10/18/2022 8:17 AM
76	Maker materials, more programs, better books (the collection is awful), better customer service not so many desks, better building, more e-sources, quality materials for programs	10/17/2022 12:44 PM
77	Library of things for checking out equipment that is only occasionally used for cooking, gardening, etc	10/16/2022 10:39 PM
78	More materials in other languages, especially Spanish, but also widely spoken languages such as Arabic.	10/15/2022 12:44 PM
79	Amnesty options for library card fines & easier card applications for children under 18.	10/15/2022 4:03 AM
80	Kids play areas.Computers for kids to use to play learning games	10/14/2022 11:47 PM
81	activities during the day for homeschool children, science kits to checkout, board games to checkout	10/14/2022 8:57 PM
82	Better customer service. Employees more more concerned with defending library practices than how those practices inconvenience the customers.	10/14/2022 7:15 AM
83	More adult programs offered in evening hours or weekends	10/13/2022 2:55 PM
84	Public libraries in Silicon Valley, such as Sunnyvale, typically have a Patent Research Center. Entrepreneurs use the library as an "office" and conduct work there.	10/13/2022 9:52 AM
85	Open sundays	10/12/2022 5:34 PM
86	I would join a writer's critique group if it was mid afternoon.	10/12/2022 5:24 PM
87	Offer current iterature in Spanish. The current selection is geared only towards children. Feature NM authors and history to help fill the gap schools leave in history education and to foster our state's legacy.	10/12/2022 5:17 PM
88	Improve the opportunities for volunteerism at the library. There should be more for volunteers to do besides dusting shelves. Assign a librarian to coordinate a volunteer program for adults. Look at volunteer programs best practices at other li	10/12/2022 5:14 PM
89	I think you all are doing great. Thank you,	10/12/2022 2:55 PM
90	I think you all are doing great. Thank you,	10/12/2022 2:55 PM
91	Bilingual basic computer courses	10/11/2022 11:39 PM
92	Board game lending	10/11/2022 9:43 PM
93	Maybe it’s b/c I was a big city library user …but the physical library just isn’t inviting. For the size of the city, it’s small and not modern. And branch libraries? I don’t think Munson is really a branch. When I have talked to librarians, they’ve been super responsive. With Covid, I switched to ebooks. Libby seems anemic—wish you could partner at maybe a state level to provide more books but I know that’s expensive. I do like that you are unafraid of providing books that have upset other patrons.	10/11/2022 6:05 PM
94	Provide adult programs for special needs adults, provide more ALL AGES activities (families have kids in several age brackets), offer more fun adult programs not lectures	10/11/2022 4:38 PM
95	Website redesign that takes it off the city's website which is not conducive for a library's website.	10/11/2022 4:22 PM
96	More craft classes for adults	10/11/2022 2:12 PM
97	ILL for books less than one year from publication release. Colorado libraries, for example, do not have that limitation. If the lending library declines to ILL a book that is one thing, but refusing to allow requests for a book based on year of publication is unnecessary.	10/11/2022 5:05 AM
98	kinder staff	10/11/2022 12:15 AM
99	More large print books	10/10/2022 10:39 PM
100	Reading areas with comfortable couches and chairs	10/10/2022 12:45 PM

Q12 What improvements would you like to see made regarding website / online catalog access to the Las Cruces Public Library? Would you like to see (select all that apply)

Answered: 655 Skipped: 79



ANSWER CHOICES	RESPONSES	
Ability to interact/direct message staff online	31.60%	207
Faster response time	8.24%	54
More information available online	32.82%	215
Access to other library catalogs	39.54%	259
Do not know	27.48%	180
Other (Specify)	12.82%	84
Total Respondents: 655		

#	OTHER (SPECIFY)	DATE
1	Usually check out books	11/6/2022 9:18 PM
2	Please move the My Account link to the top of the page, followed by the Library Catalog link. On the My Acct pg, please have the view default to the checkouts, not the personal info. The new catalog is a big improvement but it's still clunky to get to the checkouts/renewals-too many unnecessary clicks. Thank you for the opportunity to offer input.	11/5/2022 11:02 PM
3	calendar content for all events/ outside sign marketing	11/5/2022 2:00 PM
4	very happy with new catalog	11/5/2022 1:23 PM

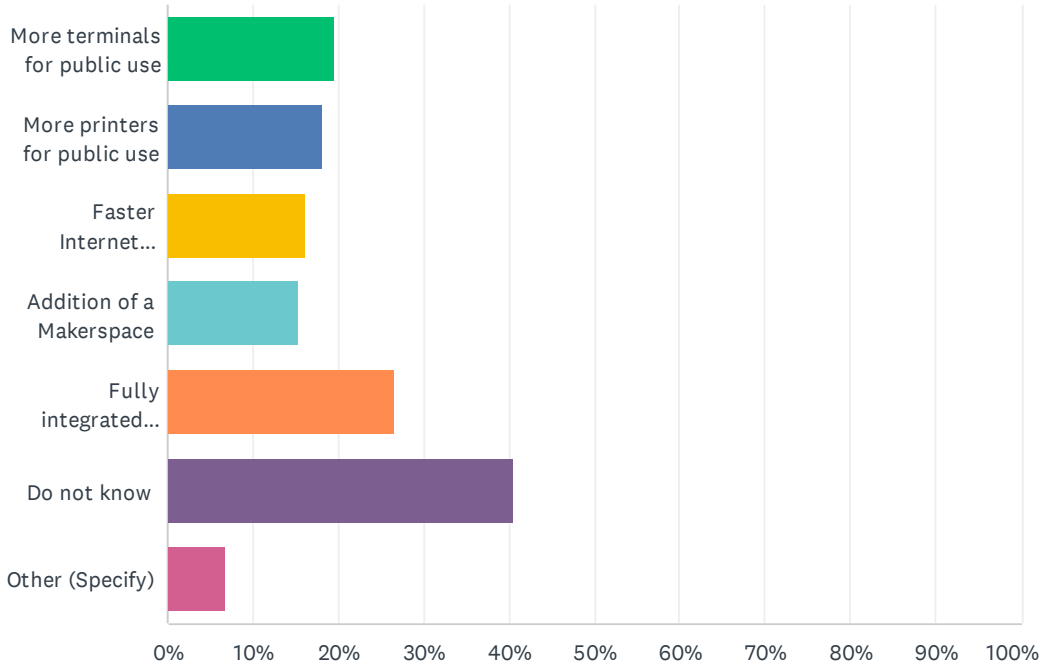
5	valid results when you search by subject	11/5/2022 1:20 PM
6	more accessibility. people still have trouble understanding and accessing the catalog	11/4/2022 1:17 PM
7	The new online system is terrible compared to the old one. Waste of money.	11/4/2022 11:26 AM
8	Ability to see what is available for inter library loan	11/4/2022 9:57 AM
9	Picture of library on catalog page	11/4/2022 9:18 AM
10	provide drop box for books at other locations	11/4/2022 9:18 AM
11	When I lived in WA we had Interlibrary loan which allowed access to all the books in western WA. A very good system	11/3/2022 6:53 PM
12	actually useable ebook system	11/3/2022 9:02 AM
13	More variety of ebooks available to check out	11/2/2022 6:57 PM
14	A more user-friendly and easy to navigate website	11/2/2022 4:59 PM
15	The new web access to the catalog is downright horrible	11/2/2022 4:24 PM
16	More outside activities associated with the library having to do with getting other books n audio from other sourses	11/2/2022 9:58 AM
17	Centralized Information (digital or paper) about non profit organizations and resources in the city/county	11/2/2022 8:24 AM
18	More books - many titles I want are not available	11/2/2022 7:48 AM
19	More information about accessing resources via Libby, Hoopla, Kanopy, etc. I have been using Libby for years and love it!	11/1/2022 9:54 PM
20	I have not tried this service, so do not know.	11/1/2022 8:43 PM
21	The new system is not showing the books I have checked out or requested in the past. I thought it was supposed to.	11/1/2022 5:26 PM
22	Not applicable	11/1/2022 4:13 PM
23	ability to apply for or renew a library card online	11/1/2022 3:34 PM
24	Easier online access, easier to find. More books!	11/1/2022 3:13 PM
25	COnnection with other libraries	11/1/2022 3:09 PM
26	seems ok	11/1/2022 2:49 PM
27	Allow search by format.	11/1/2022 1:58 PM
28	I would like the menu at the top to be in larger print. Hard to see.	11/1/2022 1:50 PM
29	Interlibrary loan books available	11/1/2022 1:47 PM
30	Love the new catalog system!	11/1/2022 12:33 PM
31	None	11/1/2022 12:30 PM
32	Ability to click on authors name to find other books. Ability to find similar books.	11/1/2022 12:23 PM
33	Need to coordinate better wit hpatrons. Not all are computer Geeks. Keep it simple but effective. Troubleshoot better.	11/1/2022 12:22 PM
34	Website has errors that need to be fixed	11/1/2022 12:20 PM
35	Paying fees online please; more information on ILL on the web	11/1/2022 12:08 PM
36	Old style manual catalog index	11/1/2022 11:58 AM
37	Old style manual catalog index	11/1/2022 11:58 AM
38	Get a replacement library card	11/1/2022 11:55 AM
39	N/A	11/1/2022 11:50 AM

40	consistent, accurate cataloging	11/1/2022 11:46 AM
41	I did not like Hoopla. It was overwhelming!!	11/1/2022 11:45 AM
42	Seems pretty good as is. I mostly just use the website to auto renew books	11/1/2022 11:37 AM
43	More intuitive computer interface.	10/31/2022 4:07 PM
44	would love to be able to access ancestry.com from home	10/26/2022 3:47 PM
45	I wanted to use ebooks but concerned over getting my crt hacked so I don't	10/26/2022 10:56 AM
46	Have the catalog linked at the top of the library homepage in addition to being a navigational tab	10/25/2022 3:06 PM
47	Does NM have a system like MOBIUS in Missouri?	10/23/2022 9:34 AM
48	Main library website better layout to get to needed info more easily. I like the new catalog.	10/22/2022 11:27 AM
49	More eBooks	10/21/2022 4:53 PM
50	new catalog website doesn't work work well on my Amazon Fire tablet	10/21/2022 2:27 PM
51	things are not nowhere. Hard to Search	10/21/2022 2:18 PM
52	more accessible/simplified website	10/21/2022 2:05 PM
53	catalog easier to use and understand	10/21/2022 1:41 PM
54	looks awesome love the recent updates	10/21/2022 1:34 PM
55	event/calendar display on smartphone	10/20/2022 3:12 PM
56	people to be NICE when I ask for help with computers	10/20/2022 3:07 PM
57	Any improvements NEED to include drive through service window. Many immobile seniors in Las Cruces.	10/20/2022 12:55 PM
58	Ability to see if there is a waiting list for an item. Old website did this, new one doesn't.	10/19/2022 11:22 AM
59	Restore periodicals subscriptions online books and outside links	10/19/2022 12:08 AM
60	LC online library had much fewer options than other places I've lived.	10/17/2022 10:00 AM
61	Easier direct access. The library page is buried in the city's .gov site	10/17/2022 4:42 AM
62	Wider selection Of books (audio & print)	10/16/2022 6:07 PM
63	More user- friendly website	10/15/2022 5:49 PM
64	Either the search engine could be better or there could be more books! The engine could be improved to understand the book you're searching for and give you suggestions of other books if not in the catalog	10/14/2022 11:17 PM
65	improved access to other digital content (books)	10/14/2022 3:55 PM
66	Go back to the old one	10/13/2022 7:09 PM
67	The ability to know if I've already read a book - I frequently check out a book and discover that I've already read it. In the old days I could look at the check out card in the back and find my number. It would be good if that ability was available on the web site or at checkout.	10/13/2022 5:04 PM
68	Some of the Las Cruces city webpages seem to "jitter" when viewing them -- this could be improved.	10/13/2022 3:44 PM
69	I don't know if it's Libby or the library's servers, but content through Libby has been extremely glitchy and intermittent lately.	10/13/2022 11:07 AM
70	The switch from chile.las-cruces.org when the new catalog started should have been seamless. The fact that it redirects doesn't make sense (and honestly seems like a quick fix.)	10/13/2022 10:30 AM
71	The library should have its own website separate from the City of Las Cruces website, not just a landing page.	10/13/2022 9:50 AM

72	We need a branch!	10/13/2022 5:56 AM
73	partner with Mexico City libraries through the consulate and bring cultural programs to Las Cruces that they offer in El Paso. The Library doesn't have to host them - have the city and county community centers host them.	10/12/2022 5:17 PM
74	Ability to see sample of pages in books when browsing/reserving online	10/12/2022 12:03 AM
75	Allow more holds and checkout limits for teachers	10/11/2022 9:43 PM
76	Better organization, it's hard to find anything	10/11/2022 7:12 PM
77	Better discovery options instead of the normal opac search. Information on the Opac regarding events	10/11/2022 6:02 PM
78	Better organized website, you have to scroll forever to get to the directory for what page you need, couldn't it be streamlined	10/11/2022 4:38 PM
79	Website redesign that takes it off the city's website which is not conducive for a library's website.	10/11/2022 4:22 PM
80	Monthly Newsletter or book recommendations made by librarians for various genres	10/11/2022 2:12 PM
81	Consortium lending/request opportunities through the library. Example: Prospector alliance Colorado: https://encore.coalliance.org/iii/encore/?lang=eng	10/11/2022 5:05 AM
82	Now that website updated, it is easier to move around the site.	10/10/2022 3:05 PM
83	The website is not user friendly. I often click on something and it takes me to the wrong page or does not have the information I need.	10/10/2022 2:12 PM
84	Agreement with other New Mexico digits libraries to check out ebooks/eaudiobooks	10/10/2022 12:45 PM

Q13 Are there technology improvements you would like to see at the Las Cruces Public Library within the Library building? Would you like to see … (select all that apply)

Answered: 610 Skipped: 124



ANSWER CHOICES	RESPONSES	
More terminals for public use	19.67%	120
More printers for public use	18.20%	111
Faster Internet response time	16.23%	99
Addition of a Makerspace	15.25%	93
Fully integrated catalog (where one could see clips from videos, hear clips from music and/or audio tapes, etc.).	26.72%	163
Do not know	40.49%	247
Other (Specify)	6.72%	41
Total Respondents: 610		

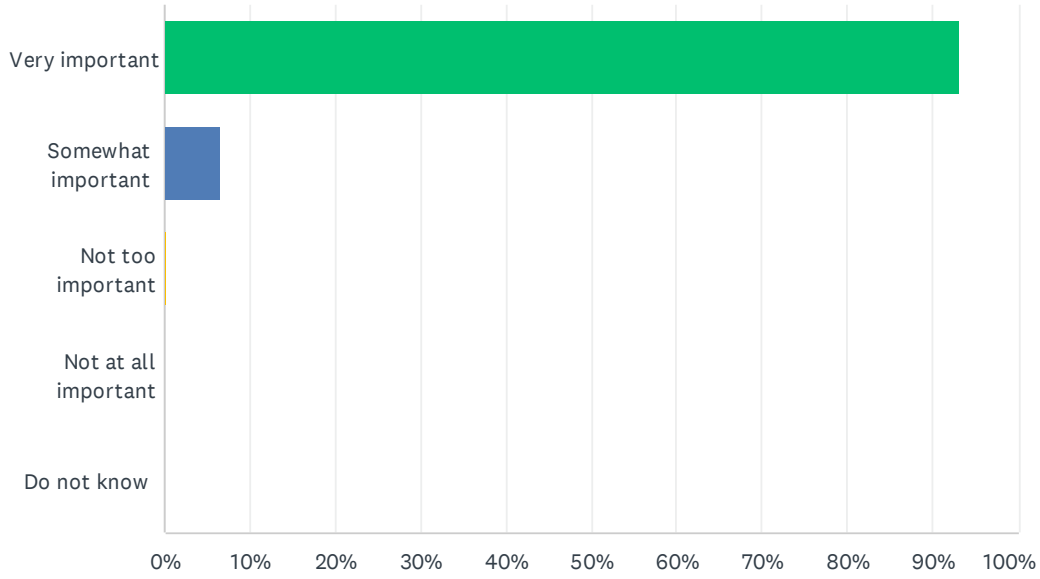
#	OTHER (SPECIFY)	DATE
1	Cleaner facility updated flooring	11/6/2022 3:07 PM
2	exterior sign/closed-open	11/5/2022 2:00 PM
3	or acquire a replacement printer with darker print quality is often very light or more frequent changing of int cartridges could help	11/5/2022 1:32 PM
4	Cleaner facility updated flooring	11/4/2022 12:31 PM

5	More self-service spaces	11/4/2022 11:26 AM
6	Would like books flagged that had already been checked out.	11/4/2022 9:53 AM
7	New and standalone (not part of City Website) website the new one is barely usable	11/2/2022 4:24 PM
8	All of the above would be nice	11/2/2022 9:58 AM
9	No improvements necessary.	11/1/2022 8:57 PM
10	Drive through drop boxes	11/1/2022 6:55 PM
11	More digital reference material	11/1/2022 4:55 PM
12	Object lending library - library of things - tools, and other useful items for loan - cake pans, craft tools, etc.	11/1/2022 2:58 PM
13	none that I think of	11/1/2022 2:49 PM
14	I trust the librarians to identify these	11/1/2022 1:50 PM
15	was not aware there were terminals and printers. Don't know if the amount is adequate.	11/1/2022 1:10 PM
16	I don’t have enough insight into current demand to comment	11/1/2022 1:04 PM
17	Happy with current tech	11/1/2022 12:33 PM
18	None	11/1/2022 12:30 PM
19	N/A	11/1/2022 11:50 AM
20	I loved the old library catalog I could access online and request holds.	11/1/2022 11:45 AM
21	Media suite	10/31/2022 5:59 PM
22	I use to love borrowing library books but the turned into a germaphobe	10/26/2022 10:56 AM
23	3D printing! I would love to get into 3D printing. And 3D printing classes/programs are almost a given if that kind of space existed in the library	10/25/2022 3:06 PM
24	easier communication between floors.	10/22/2022 11:27 AM
25	make it clear what is actually in the library	10/21/2022 1:41 PM
26	ebooks in the catalog easier to find	10/21/2022 1:34 PM
27	better language learning resources	10/20/2022 3:40 PM
28	another copy machine	10/20/2022 3:07 PM
29	Would like to see the idea of a second branch.	10/19/2022 2:46 PM
30	The sound for Rhythm Roundup is never working so we can't hear the music. Can the speakers be fixed or train the librarian leading how to use the sound? Or at least use blue tooth speaker for better sound?	10/19/2022 2:30 PM
31	Bigger book sale area for donated books.	10/19/2022 11:22 AM
32	Ability to have combined in person and Zoom meetings for things like book discussions	10/16/2022 10:39 PM
33	Bring the children's computers back (with educational games)	10/15/2022 11:08 PM
34	More chairs	10/15/2022 7:55 PM
35	Free fax services	10/15/2022 5:49 PM
36	Kids section for computers	10/14/2022 11:47 PM
37	Writers room	10/13/2022 7:09 PM
38	Patent Research Center for entrepreneurs.	10/13/2022 9:52 AM
39	Partner with national and congress libraries so we have access to more broad ranges of educational material. It seems very closed off, limited - like a kindergarden library when technology today enables so much.more.	10/12/2022 5:17 PM

40	check out more technology	10/11/2022 7:12 PM
41	See 12, other. It would eliminate the need for a lot of ILL requests and greatly expand titles available to patrons.	10/11/2022 5:05 AM

Q14 Overall, how important are the services provided by the Library? (select one)

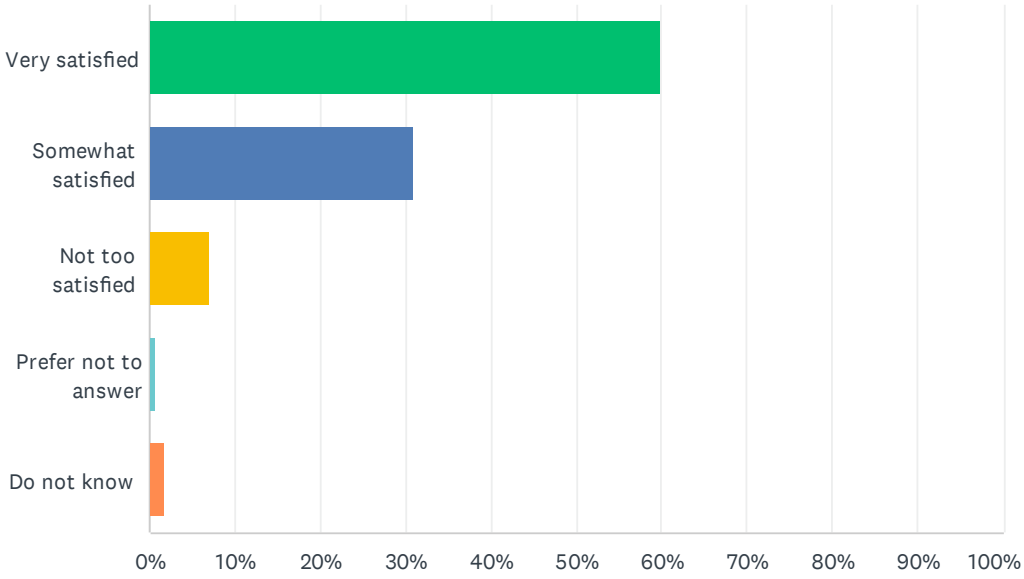
Answered: 725 Skipped: 9



ANSWER CHOICES	RESPONSES	
Very important	93.10%	675
Somewhat important	6.62%	48
Not too important	0.28%	2
Not at all important	0.00%	0
Do not know	0.00%	0
TOTAL		725

Q15 Overall, how satisfied are you with the Las Cruces Public Library? (select one)

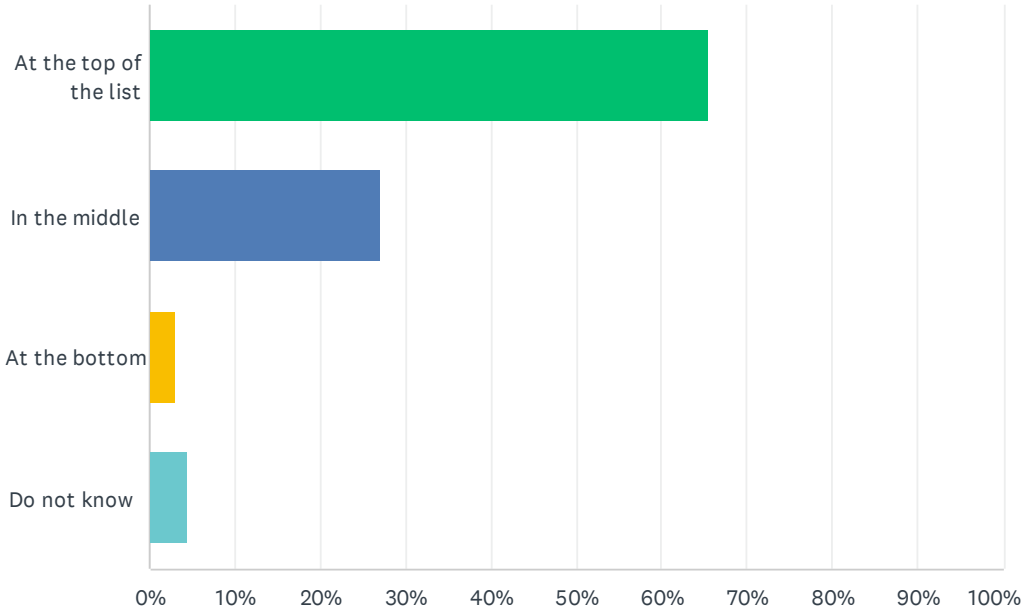
Answered: 726 Skipped: 8



ANSWER CHOICES	RESPONSES	
Very satisfied	59.92%	435
Somewhat satisfied	30.85%	224
Not too satisfied	7.02%	51
Prefer not to answer	0.55%	4
Do not know	1.65%	12
TOTAL		726

Q16 How would you rank the benefits of the Las Cruces Public Library as compared to the benefits of other tax-supported services, e.g. schools, parks, roads? (select one)

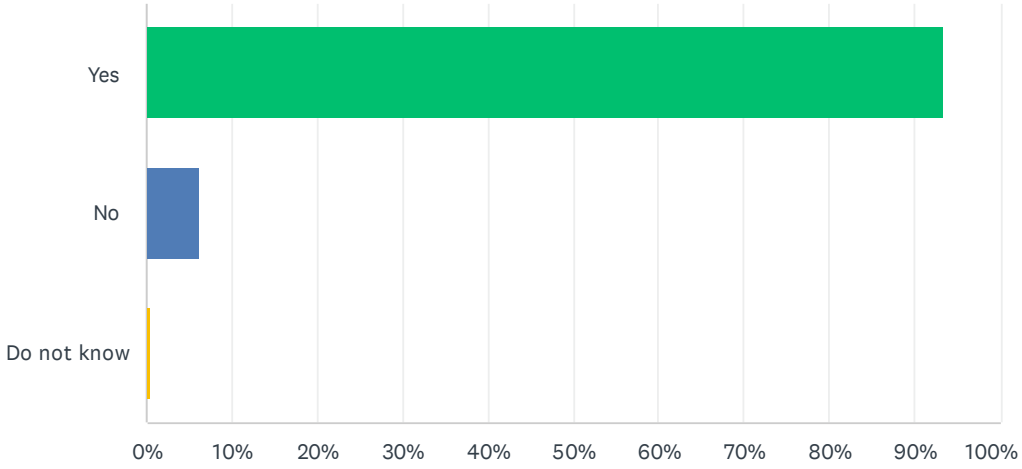
Answered: 724 Skipped: 10



ANSWER CHOICES	RESPONSES	
At the top of the list	65.47%	474
In the middle	27.07%	196
At the bottom	2.90%	21
Do not know	4.56%	33
TOTAL		724

Q17 Are you a resident of Las Cruces? (select one)

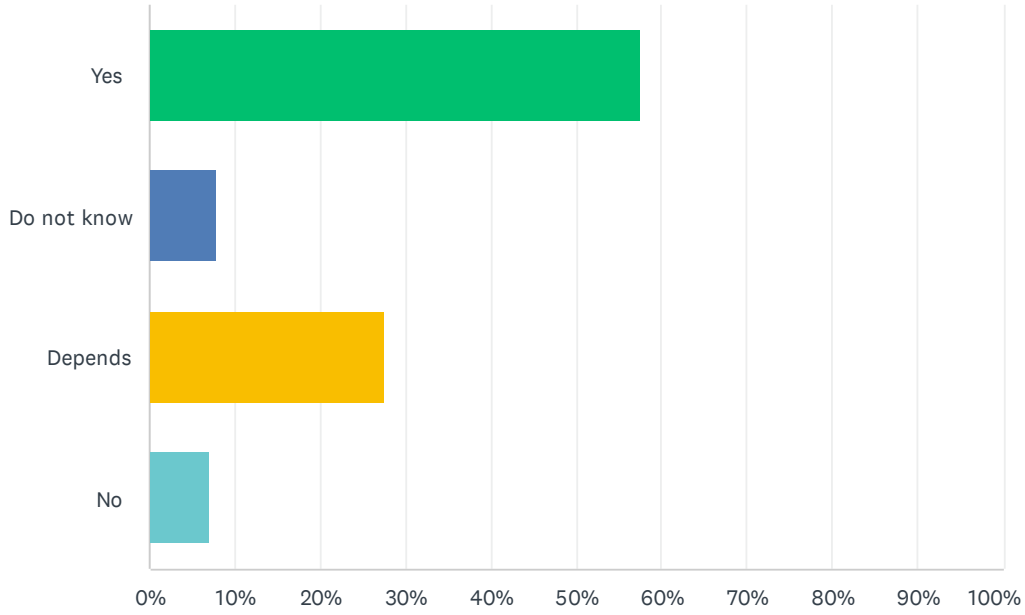
Answered: 730 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	93.42%	682
No	6.16%	45
Do not know	0.41%	3
TOTAL		730

Q18 Would you be in favor of a tax increase for improved public library services and/or more or larger facilities? (select one)

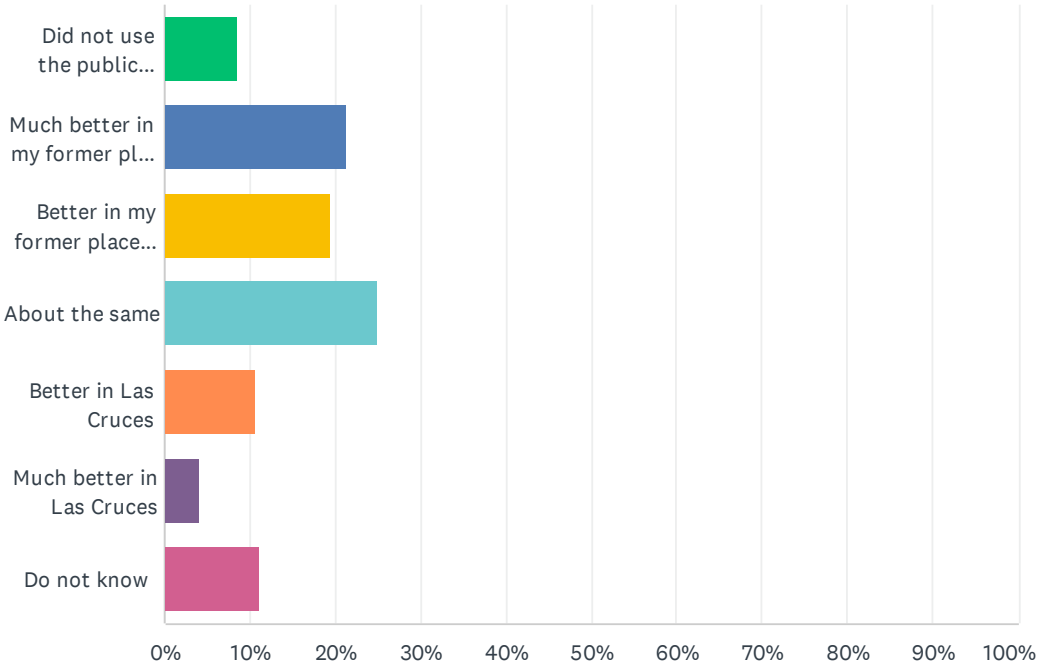
Answered: 730 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	57.53%	420
Do not know	7.81%	57
Depends	27.53%	201
No	7.12%	52
TOTAL		730

Q19 If you used the public library prior to moving to Las Cruces, how would you say the library services there compared to public library services in Las Cruces (select one)

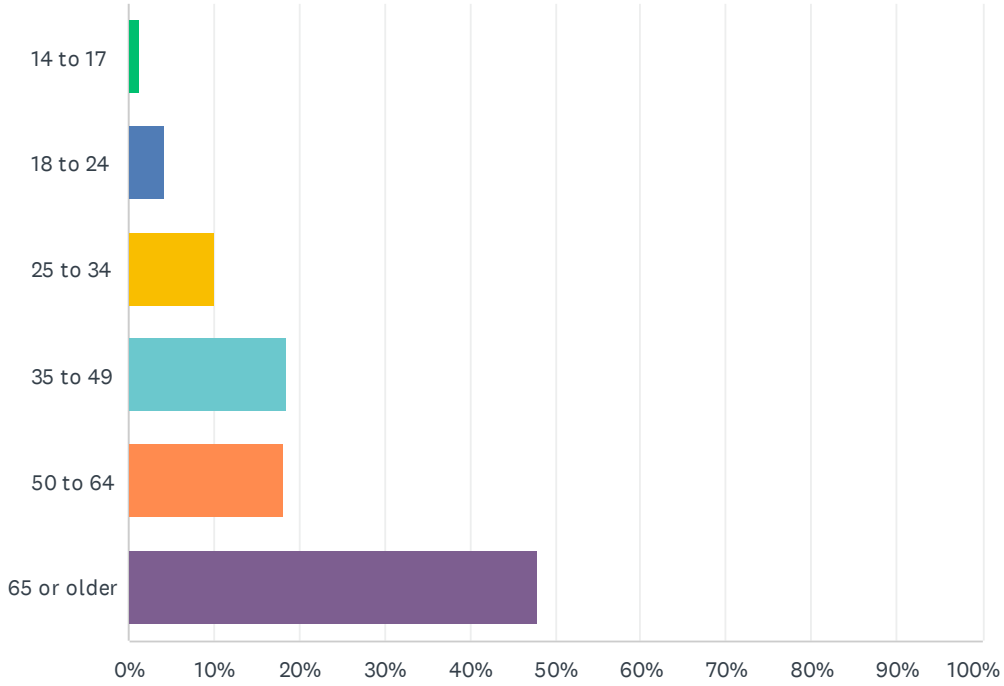
Answered: 699 Skipped: 35



ANSWER CHOICES	RESPONSES	
Did not use the public library in my former place of residence	8.44%	59
Much better in my former place of residence	21.32%	149
Better in my former place of residence	19.46%	136
About the same	25.04%	175
Better in Las Cruces	10.59%	74
Much better in Las Cruces	4.01%	28
Do not know	11.16%	78
TOTAL		699

Q20 Are you between the ages of...? (select one)

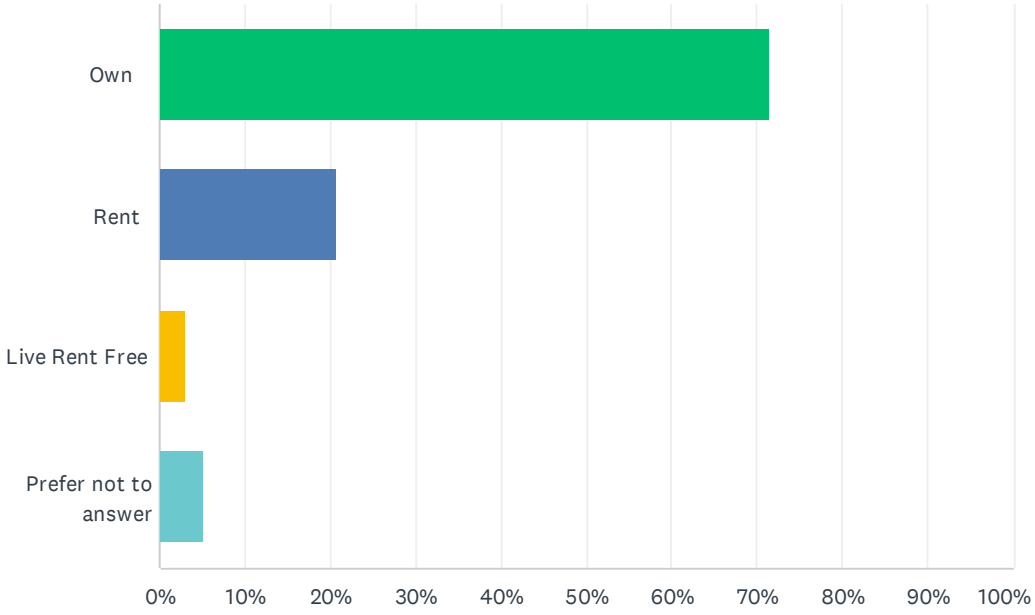
Answered: 725 Skipped: 9



ANSWER CHOICES	RESPONSES	
14 to 17	1.24%	9
18 to 24	4.28%	31
25 to 34	9.93%	72
35 to 49	18.48%	134
50 to 64	18.07%	131
65 or older	48.00%	348
TOTAL		725

Q21 Do you own or rent your current residence? (select one)

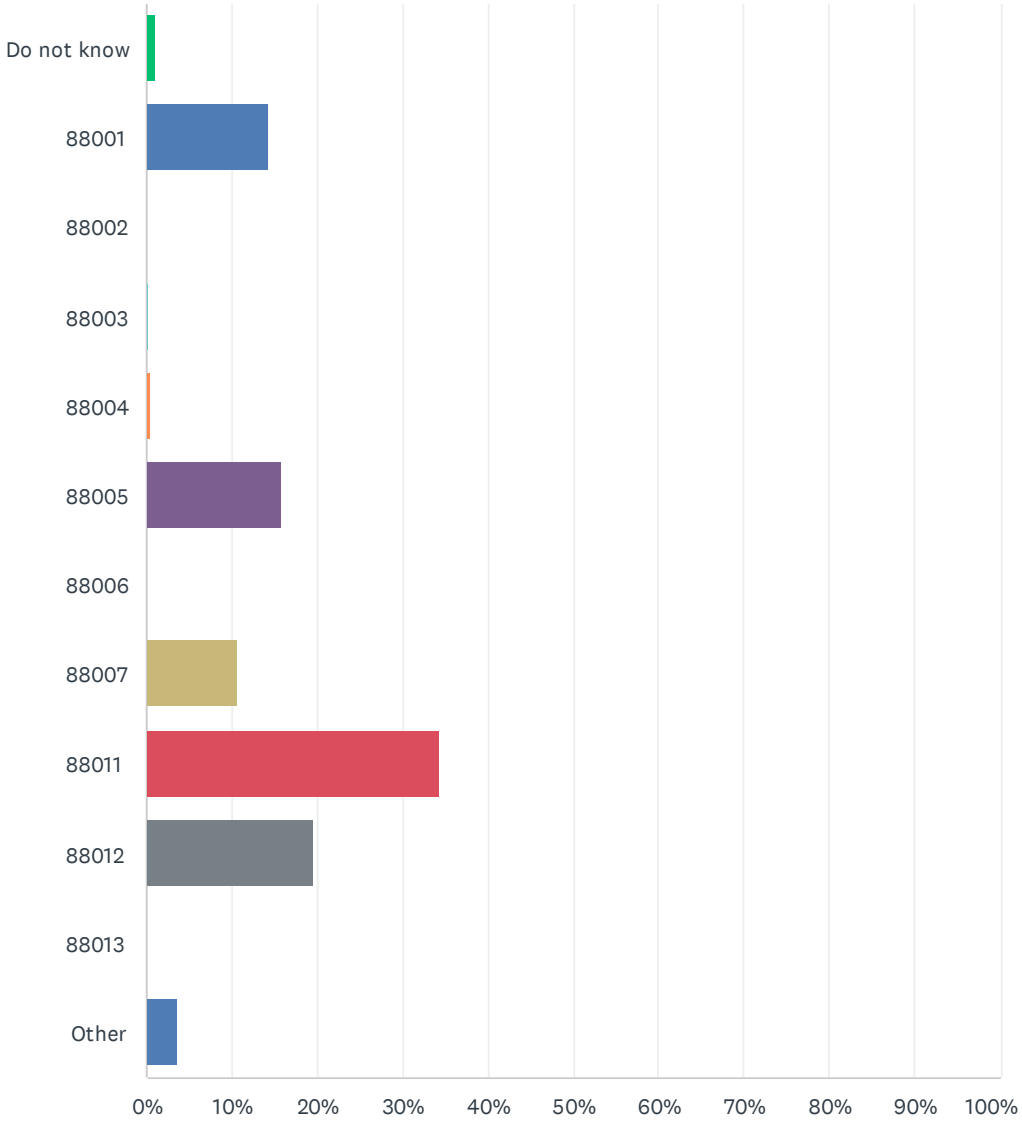
Answered: 726 Skipped: 8



ANSWER CHOICES	RESPONSES	
Own	71.35%	518
Rent	20.66%	150
Live Rent Free	2.89%	21
Prefer not to answer	5.10%	37
TOTAL		726

Q22 What is the Zip Code of your current place of residence?

Answered: 725 Skipped: 9



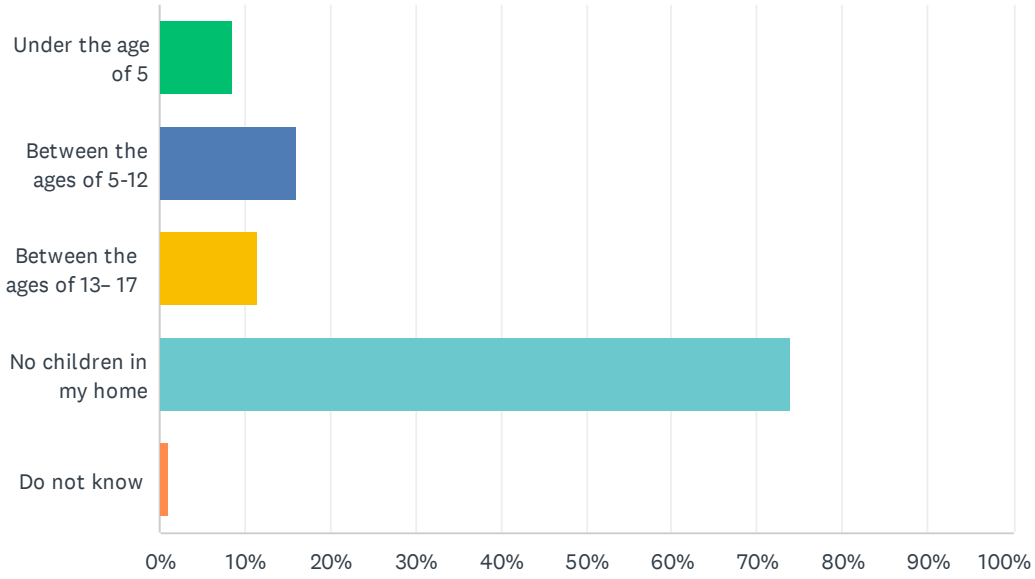
ANSWER CHOICES	RESPONSES	
Do not know	0.97%	7
88001	14.21%	103
88002	0.00%	0
88003	0.14%	1
88004	0.41%	3
88005	15.86%	115
88006	0.00%	0
88007	10.76%	78
88011	34.34%	249
88012	19.59%	142
88013	0.00%	0
Other	3.72%	27
TOTAL		725

#	OTHER	DATE
1	88044.0	11/6/2022 4:27 PM
2	88061.0	11/5/2022 1:25 PM
3	88072.0	11/5/2022 1:23 PM
4	88046.0	11/4/2022 5:27 PM
5	29841.0	11/4/2022 11:24 AM
6	88072.0	11/2/2022 3:51 PM
7	88044.0	11/2/2022 10:28 AM
8	88021.0	11/2/2022 8:15 AM
9	88021.0	11/1/2022 8:52 PM
10	87901.0	11/1/2022 6:09 PM
11	87547.0	11/1/2022 2:24 PM
12	88047.0	11/1/2022 1:52 PM
13	88021.0	11/1/2022 1:07 PM
14	88044.0	11/1/2022 12:58 PM
15	88072.0	11/1/2022 12:45 PM
16	88012.0	11/1/2022 12:14 PM
17	88044.0	11/1/2022 12:05 PM
18	80537.0	11/1/2022 11:57 AM
19	88081.0	11/1/2022 11:42 AM
20	88008.0	10/24/2022 8:13 AM
21	88046.0	10/21/2022 11:00 PM

22	88046.0	10/20/2022 4:00 PM
23	88044.0	10/14/2022 8:34 PM
24	88047.0	10/13/2022 2:40 PM
25	88072.0	10/13/2022 1:24 PM
26	88047.0	10/13/2022 11:07 AM
27	88072.0	10/12/2022 10:48 AM

Q23 Are there children living in your home who are …? (select all that apply)

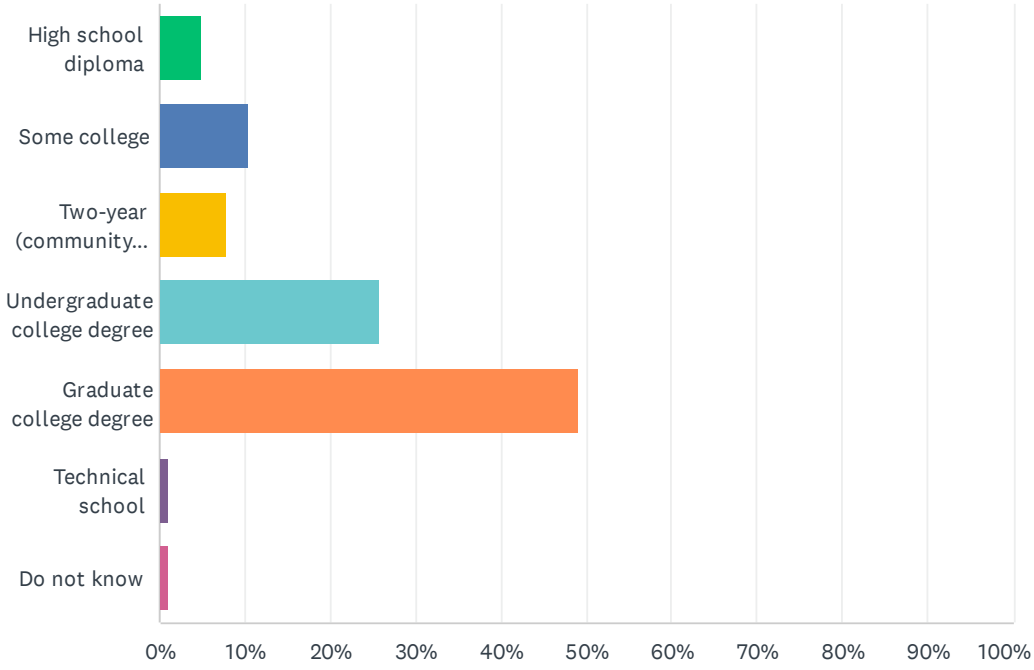
Answered: 715 Skipped: 19



ANSWER CHOICES	RESPONSES	
Under the age of 5	8.53%	61
Between the ages of 5-12	15.94%	114
Between the ages of 13– 17	11.47%	82
No children in my home	73.99%	529
Do not know	0.98%	7
Total Respondents: 715		

Q24 What is highest level of education you have attained? (select one)

Answered: 719 Skipped: 15



ANSWER CHOICES	RESPONSES	
High school diploma	5.01%	36
Some college	10.43%	75
Two-year (community college/associate degree) college	7.79%	56
Undergraduate college degree	25.87%	186
Graduate college degree	48.96%	352
Technical school	0.97%	7
Do not know	0.97%	7
TOTAL		719

Appendix 3.2
'I Want My Library To . . .' Survey Questions

"I Want My Library To …"

Listed on the other side of this piece of paper are 17 areas of focus that a public library might pursue. However, no library can do an equally good job of pursuing all 17. Each community needs a different focus mix, depending on its particular characteristics and composition, and on what other resources are available. Please indicate the importance of the 17 areas of focus listed as follows:

In the left-hand column place a 1 beside the area of focus you believe is most important for the Library to pursue. Then, also in the left-hand column, place a number 2 beside the area of focus you believe to be second most important. Continue until you have marked five of the 17, so that there is one #1, one #2, one #3, one #4, and one #5.

Then, please assign an X, also in the left-hand column, beside the two areas of focus you believe to be of least importance for the Library, areas of focus you believe the Library should not considered at all.

You will, therefore, be providing us with an indication for seven of the 17.

Please do not sign your name. However, please indicate (at the top of the page with the 17 services) if you are a Library Board Member, a Friends of the Library member, or a Library Staff member. Thank you.

I Want My Library to…

	…offer services that support and improve literacy for all who request such.
	…provide business and career information, including services related to job-seeking, personal finances, resume preparation, interviewing skills, and entrepreneurship.
	…serve as an inviting and digitally vibrant public space to help people meet and interact with others in the community.
	…provide technology, space, and assistance to help residents connect with the online world.
	…create young readers by offering programs and resources that focus on early literacy.
	…act as a community referral service by matching customers who are seeking the services of local agencies and organizations
	... help residents express their personal creativity by providing the print, digital, video, and audio resources required to generate and share creative content.
	…provide consumer and lifestyle information to help residents make informed consumer and health decisions.
	…celebrate diversity by providing programs and resources that explore a variety of cultures.
	...focus on current topics via programs and collections that reflect the diversity of the service area population.
	…offer educational support to those who are enrolled in a formal program of education, GED classes, and/or those who are pursuing their education through a program of home-schooling.
	…provide answers digitally or in-person to questions on a broad array of topics related to work, school, and/or personal life.
	…help people participate in the democratic process by offering governmental information about elected officials and governmental agencies and issues.
	… offer information services and classes that build skills related to finding, evaluating, and effectively using print, digital, audio, and visual information effectively.
	…serve as a lifelong learning center, addressing the desire for self-directed personal growth and development opportunities.
	…provide access to local history and genealogy services that help customers explore their personal or community heritage.
	…provide a wide variety of print, digital, video, and audio materials that stimulate imagination and creativity.

Appendix 4.1
Complete Statistics Used to Analyze Peer Libraries

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Facilities & Hours

Library Name	*2020 Census Population*	*Population of Legal Service Area (FY19)*	*Number of Facilities (excluding mobile)*	*Number of Book-mobiles*	*Total Annual Public Service Hours for All Outlets*	*Average Service Hours per Week*	*Average Service Hours per Week per Facility*	*Square Feet of Central Library*	*Square Feet of All Branches*	*Total Square Feet of All Facilities*	*Square Feet per capita*	*Number of Facilities per 100,000 population*	*Total Annual Operating Cost per Square Foot of Facilities*	*Total Annual Operating Cost per Service Hour*
Amarillo Public Library	200,904	199,924	5	-	16,668	320.54	64.11	63,262	55,536	118,798	0.59	2.49	$35.00	$249.45
Tempe Public Library	179,765	188,616	1	-	2,912	56.00	56.00	100,000	-	100,000	0.56	0.56	$34.37	$1,180.27
Abilene Public Library	124,797	122,999	3	-	9,404	180.85	60.28	42,000	32,312	74,312	0.60	2.40	$41.28	$326.18
Thomas Branigan Memorial Library	111,507	97,618	3	-	5,724	110.08	36.69	44,500	1,176	45,676	0.41	2.69	$46.52	$371.18
Rio Rancho Public Library	103,977	87,521	2	-	4,764	91.62	45.81	32,000	12,250	44,250	0.43	1.92	$47.43	$440.59
Wichita Falls Public Library	102,498	104,576	1	-	2,882	55.42	55.42	61,000	-	61,000	0.60	0.98	$25.39	$537.47
Lawton Public Library	90,537	92,859	2	-	3,900	75.00	37.50	37,706	1,287	38,993	0.43	2.21	$31.31	$313.05
New Braunfels Public Library	90,136	84,612	2	1	6,251	120.21	60.11	26,700	805	27,505	0.31	2.22	$86.47	$380.48
Santa Fe Public Library	87,497	67,947	3	-	8,424	162.00	54.00	35,929	36,593	72,522	0.83	3.43	$50.10	$431.31
Temple Public Library	81,938	76,256	1	1	4,084	78.54	78.54	51,489	-	51,489	0.63	1.22	$33.81	$426.21
Broomfield/Eisenhower Public Library	74,112	69,453	1	-	3,412	65.62	65.62	26,410	-	26,410	0.36	1.35	$105.71	$818.26
San Marcos Public Library	67,290	79,458	1	-	3,512	67.54	67.54	27,000	-	27,000	0.40	1.49	$66.80	$513.59
Roswell Public Library	48,539	48,366	1	-	3,187	61.29	61.29	37,000	-	37,000	0.76	2.06	$38.05	$441.73
Farmington Public Library	46,684	45,877	1	-	3,204	61.62	61.62	50,065	-	50,065	1.07	2.14	$83.32	$1,301.87
Hobbs Public Library	40,508	34,122	1	-	2,507	48.21	48.21	40,000	-	40,000	0.99	2.47	$30.68	$489.50
Clovis Carver Public Library	38,324	37,775	1	-	2,968	57.08	57.08	47,000	-	47,000	1.23	2.61	$17.07	$270.30
Average	*93,063*	*89,874*	*2*	*0*	*5,238*	*100.72*	*56.86*	*45,129*	*8,747*	*53,876*	*0.64*	*2.01*	*$43.63*	*$448.82*
												2.69		
90th Percentile	*152,281*	*155,808*	***3***	*1*	*8,914*	*171.42*	*66.58*	*62,131*	*34,453*	*87,156*	*1.03*	*2.65*	*$84.89*	*$999.27*
	111,507			***-***										
75th Percentile	*105,860*	*99,358*	*2*	*-*	*5,856*	*112.61*	*62.24*	*50,421*	*4,028*	*63,881*	*0.78*	*2.47*	*$54.28*	*$519.56*
		97,618			***5,724***	***110.08***		***44,500***	***1,176***				***$46.52***	
50th Percentile	*88,817*	*82,035*	*1*	*-*	*3,706*	*71.27*	*58.59*	*41,000*	*0*	*46,338*	*0.59*	*2.18*	*$39.66*	*$435.95*
										45,676				***$371.18***
25th Percentile	*62,602*	*63,052*	*1*	*-*	*3,132*	*60.24*	*52.55*	*34,947*	*0*	*38,495*	*0.42*	*1.45*	*$33.18*	*$359.93*
											0.41			
5th Percentile	*39,962*	*36,862*	*1*	*-*	*2,788*	*53.62*	*37.30*	*26,628*	*0*	*26,853*	*0.34*	*0.87*	*$23.31*	*$265.08*
							36.69							

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Revenue

Library Name	*2020 Census Population*	*Operating Revenue from Local Government*	*Operating Revenue from State Government*	*Operating Revenue from Federal Government*	*Other Operating Revenue*	*Total Operating Revenue*	*Total Revenue per capita*	*Local Revenue per capita*	*State Revenue per capita*	*Local Revenue as percent of total*	*State Revenue as percent of total*	*Federal Revenue as percent of total*	*Other Revenue as percent of total*
Amarillo Public Library	200,904	$4,041,285	$0	$46,377	$19,199	$4,106,861	$20.44	$20.12	$0.00	98.40%	0.00%	1.13%	0.47%
Tempe Public Library	179,765	$3,358,859	$8,527	$15,000	$54,567	$3,436,953	$19.12	$18.68	$0.05	97.73%	0.25%	0.44%	1.59%
Abilene Public Library	124,797	$3,032,975	$0	$95,089	$903	$3,128,967	$25.07	$24.30	$0.00	96.93%	0.00%	3.04%	0.03%
Thomas Branigan Memorial Library	111,507	$2,126,733	$45,638	$0	$310,368	$2,482,739	$22.27	$19.07	$0.41	85.66%	1.84%	0.00%	12.50%
Rio Rancho Public Library	103,977	$3,619,948	$145,311	$0	$0	$3,765,259	$36.21	$34.81	$1.40	96.14%	3.86%	0.00%	0.00%
Wichita Falls Public Library	102,498	$1,573,200	$0	$15,282	$26,712	$1,615,194	$15.76	$15.35	$0.00	97.40%	0.00%	0.95%	1.65%
Lawton Public Library	90,537	$1,170,999	$38,126	$905	$10,870	$1,220,900	$13.49	$12.93	$0.42	95.91%	3.12%	0.07%	0.89%
New Braunfels Public Library	90,136	$2,292,441	$0	$0	$85,926	$2,378,367	$26.39	$25.43	$0.00	96.39%	0.00%	0.00%	3.61%
Santa Fe Public Library	87,497	$3,788,411	$50,308	$0	$191,224	$4,029,943	$46.06	$43.30	$0.57	94.01%	1.25%	0.00%	4.75%
Temple Public Library	81,938	$1,735,442	$0	$5,220	$975	$1,741,637	$21.26	$21.18	$0.00	99.64%	0.00%	0.30%	0.06%
Broomfield/Eisenhower Public Library	74,112	$2,980,997	$19,750	$0	$49,549	$3,050,296	$41.16	$40.22	$0.27	97.73%	0.65%	0.00%	1.62%
San Marcos Public Library	67,290	$1,779,135	$0	$0	$25,592	$1,804,727	$26.82	$26.44	$0.00	98.58%	0.00%	0.00%	1.42%
Roswell Public Library	48,539	$1,314,132	$46,313	$0	$24,759	$1,385,204	$28.54	$27.07	$0.95	94.87%	3.34%	0.00%	1.79%
Farmington Public Library	46,684	$3,394,789	$7,510	$0	$28,679	$3,430,978	$73.49	$72.72	$0.16	98.95%	0.22%	0.00%	0.84%
Hobbs Public Library	40,508	$1,106,977	$40,271	$0	$0	$1,147,248	$28.32	$27.33	$0.99	96.49%	3.51%	0.00%	0.00%
Clovis Carver Public Library	38,324	$785,740	$9,524	$0	$4,654	$799,918	$20.87	$20.50	$0.25	98.23%	1.19%	0.00%	0.58%
Average	*93,063*	*$2,381,379*	*$25,705*	*$11,117*	*$52,124*	*$2,470,324*	*$29.08*	*$28.09*	*$0.34*	*96.44%*	*1.20%*	*0.37%*	*1.99%*
					$310,368								***12.50%***
90th Percentile	*152,281*	*$3,704,180*	*$48,311*	*$30,830*	*$138,575*	*$3,897,601*	*$43.61*	*$41.76*	*$0.97*	*98.76%*	*3.43%*	*1.04%*	*4.18%*
	111,507		***$45,638***										
75th Percentile	*105,860*	*$3,367,842*	*$41,613*	*$7,665*	*$50,804*	*$3,432,472*	*$30.46*	*$29.20*	*$0.46*	*98.27%*	*2.16%*	*0.33%*	*1.69%*
				$0		***$2,482,739***			***$0.41***		***1.84%***	***0.00%***	
50th Percentile	*88,817*	*$2,209,587*	*$9,026*	*$0*	*$25,176*	*$2,430,553*	*$25.73*	*$24.87*	*$0.20*	*97.17%*	*0.45%*	*0.00%*	*1.15%*
		$2,126,733					***$22.27***						
25th Percentile	*62,602*	*$1,508,433*	*$0*	*$0*	*$3,734*	*$1,557,697*	*$20.76*	*$19.85*	*$0.00*	*96.08%*	*0.00%*	*0.00%*	*0.36%*
								$19.07					
5th Percentile	*39,962*	*$1,026,668*	*$0*	*$0*	*$0*	*$1,060,416*	*$15.19*	*$14.74*	*$0.00*	*91.92%*	*0.00%*	*0.00%*	*0.00%*
										85.66%			

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Capital Revenue & Expenditures

Library Name	*2020 Census Population*	*Local Government Capital Revenue*	*State Government Capital Revenue*	*Federal Government Capital Revenue*	*Other Capital Revenue*	*Total Capital Revenue*	*Total Capital Expenditures*
Amarillo Public Library	200,904	$0	$0	$0	$0	$0	$0
Tempe Public Library	179,765	$0	$0	$0	$0	$0	$0
Abilene Public Library	124,797	$8,096	$0	$0	$0	$8,096	$8,096
Thomas Branigan Memorial Library	111,507	$22,643	$0	$0	$0	$22,643	$22,643
Rio Rancho Public Library	103,977	$0	$0	$0	$0	$0	$0
Wichita Falls Public Library	102,498	$0	$0	$0	$0	$0	$0
Lawton Public Library	90,537	$0	$0	$0	$0	$0	$0
New Braunfels Public Library	90,136	$33,891	$0	$0	$0	$33,891	$33,891
Santa Fe Public Library	87,497	$0	$0	$0	$0	$0	$0
Temple Public Library	81,938	$0	$0	$0	$0	$0	$0
Broomfield/Eisenhower Public Library	74,112	$0	$0	$0	$0	$0	$14,525
San Marcos Public Library	67,290	$0	$0	$0	$0	$0	$0
Roswell Public Library	48,539	$0	$0	$0	$0	$0	$0
Farmington Public Library	46,684	$0	$0	$0	$0	$0	$0
Hobbs Public Library	40,508	$120,189	$0	$0	$0	$120,189	$120,189
Clovis Carver Public Library	38,324	$0	$0	$0	$0	$0	$0
Average	*93,063*	*$11,551*	*$0*	*$0*	*$0*	*$11,551*	*$12,459*
90th Percentile	*152,281*	*$28,267*	***$0***	***$0***	***$0***	*$28,267*	*$28,267*
	111,507	***$22,643***				***$22,643***	***$22,643***
75th Percentile	*105,860*	*$2,024*	*$0*	*$0*	*$0*	*$2,024*	*$9,703*
50th Percentile	*88,817*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
25th Percentile	*62,602*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
5th Percentile	*39,962*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Staff & Staff Expenditures

Library Name	*2020 Census Population*	*FTE Number of ALA-MLS Librarians*	*FTE Number of Employees with Job Title "Librarian"*	*FTE Number of Other Paid Employees*	*FTE Total Paid Employees*	*MLS Staff per 1,000 capita*	*Total Staff per 1,000 capita*	*Salaries & Wages for All Staff*	*Employee Benefits for All Staff*	*Total Staff Expenditures*	*Staff Expenditures per capita*	*Total Expenditures per Staff FTE*
Amarillo Public Library	200,904	10.00	17.00	50.50	67.50	0.05	0.34	$2,156,570	$957,860	$3,114,430	$15.50	$61,596
Tempe Public Library	179,765	14.28	14.28	20.24	34.52	0.08	0.19	$1,885,667	$584,358	$2,470,025	$13.74	$99,564
Abilene Public Library	124,797	16.00	16.00	20.00	36.00	0.13	0.29	$1,374,071	$424,784	$1,798,855	$14.41	$85,207
Thomas Branigan Memorial Library	111,507	11.00	11.00	29.00	40.00	0.10	0.36	$1,108,072	$358,255	$1,466,327	$13.15	$53,116
Rio Rancho Public Library	103,977	14.00	18.00	24.00	42.00	0.13	0.40	$1,340,232	$487,267	$1,827,499	$17.58	$49,975
Wichita Falls Public Library	102,498	6.00	9.00	10.00	19.00	0.06	0.19	$643,786	$282,719	$926,505	$9.04	$81,526
Lawton Public Library	90,537	5.75	5.75	10.50	16.25	0.06	0.18	$800,089	$201,116	$1,001,205	$11.06	$75,132
New Braunfels Public Library	90,136	7.00	8.00	13.39	21.39	0.08	0.24	$1,193,389	$505,163	$1,698,552	$18.84	$111,191
Santa Fe Public Library	87,497	18.50	20.00	27.00	47.00	0.21	0.54	$1,547,389	$821,785	$2,369,174	$27.08	$77,306
Temple Public Library	81,938	4.00	7.00	21.13	28.13	0.05	0.34	$922,354	$286,587	$1,208,941	$14.75	$61,879
Broomfield/Eisenhower Public Library	74,112	13.60	16.55	15.70	32.25	0.18	0.44	$1,792,815	$548,123	$2,340,938	$31.59	$86,571
San Marcos Public Library	67,290	8.00	8.00	12.20	20.20	0.12	0.30	$1,058,809	$455,542	$1,514,351	$22.50	$89,293
Roswell Public Library	48,539	4.00	7.00	16.00	23.00	0.08	0.47	$668,516	$250,045	$918,561	$18.92	$61,208
Farmington Public Library	46,684	3.00	10.00	45.02	55.02	0.06	1.18	$1,830,341	$470,962	$2,301,303	$49.30	$75,813
Hobbs Public Library	40,508	2.00	7.00	7.25	14.25	0.05	0.35	$564,571	$296,391	$860,962	$21.25	$86,117
Clovis Carver Public Library	38,324	1.00	1.00	15.00	16.00	0.03	0.42	$376,669	$193,757	$570,426	$14.88	$50,140
Average	*93,063*	*8.63*	*10.97*	*21.06*	*32.03*	*0.09*	*0.39*	*$1,203,959*	*$445,295*	*$1,649,253*	*$19.60*	*$73,388*
90th Percentile	*152,281*	*15.14*	*17.50*	*37.01*	*51.01*	*0.16*	*0.51*	*$1,858,004*	*$703,072*	*$2,419,600*	*$29.33*	*$94,429*
	111,507			***29.00***								
75th Percentile	*105,860*	*13.70*	*16.14*	*24.75*	*40.50*	*0.12*	*0.42*	*$1,608,746*	*$515,903*	*$2,311,212*	*$21.57*	*$86,230*
		11.00	***11.00***		***40.00***	***0.10***	***0.36***					
50th Percentile	*88,817*	*7.50*	*9.50*	*18.00*	*30.19*	*0.08*	*0.35*	*$1,150,731*	*$440,163*	*$1,606,452*	*$16.54*	*$76,559*
								$1,108,072	***$358,255***	***$1,466,327***		
25th Percentile	*62,602*	*4.00*	*7.00*	*13.09*	*19.90*	*0.06*	*0.28*	*$767,196*	*$285,620*	*$982,530*	*$14.25*	*$61,499*
											$13.15	***$53,116***
5th Percentile	*39,962*	*1.75*	*4.56*	*9.31*	*15.56*	*0.04*	*0.18*	*$517,596*	*$199,276*	*$788,328*	*$10.55*	*$50,099*

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Collection & Other Expenditures

Library Name	*2020 Census Population*	*Print Materials Expenditures*	*Electronic Materials Expenditures*	*Other Materials Expenditures*	*Total Collection Expenditures*	*Collection Expend-itures per capita*	*Other Operating Expenditures*	*Total Operating Expenditures*	*Total Operating Expend-itures per capita*	*Staff Expend-itures as percent of total*	*Collection Expend-itures as percent of total*	*Other Expend-itures as percent of total*
Amarillo Public Library	200,904	$267,629	$85,697	$96,432	$449,758	$2.24	$593,563	$4,157,751	$20.70	74.91%	10.82%	14.28%
Tempe Public Library	179,765	$173,193	$122,219	$89,008	$384,420	$2.14	$582,508	$3,436,953	$19.12	71.87%	11.18%	16.95%
Abilene Public Library	124,797	$221,068	$210,057	$65,384	$496,509	$3.98	$772,078	$3,067,442	$24.58	58.64%	16.19%	25.17%
Thomas Branigan Memorial Library	111,507	$234,123	$72,512	$44,379	$351,014	$3.15	$307,307	$2,124,648	$19.05	69.02%	16.52%	14.46%
Rio Rancho Public Library	103,977	$92,776	$79,454	$23,555	$195,785	$1.88	$75,677	$2,098,961	$20.19	87.07%	9.33%	3.61%
Wichita Falls Public Library	102,498	$172,887	$100,607	$65,877	$339,371	$3.31	$283,117	$1,548,993	$15.11	59.81%	21.91%	18.28%
Lawton Public Library	90,537	$39,243	$35,961	$2,832	$78,036	$0.86	$141,659	$1,220,900	$13.49	82.01%	6.39%	11.60%
New Braunfels Public Library	90,136	$117,975	$70,900	$22,125	$211,000	$2.34	$468,815	$2,378,367	$26.39	71.42%	8.87%	19.71%
Santa Fe Public Library	87,497	$307,062	$156,231	$45,883	$509,176	$5.82	$755,020	$3,633,370	$41.53	65.21%	14.01%	20.78%
Temple Public Library	81,938	$160,623	$13,465	$23,405	$197,493	$2.41	$334,228	$1,740,662	$21.24	69.45%	11.35%	19.20%
Broomfield/Eisenhower Public Library	74,112	$163,869	$101,598	$37,363	$302,830	$4.09	$148,143	$2,791,911	$37.67	83.85%	10.85%	5.31%
San Marcos Public Library	67,290	$128,496	$33,743	$35,737	$197,976	$2.94	$91,400	$1,803,727	$26.81	83.96%	10.98%	5.07%
Roswell Public Library	48,539	$59,922	$43,982	$12,772	$116,676	$2.40	$372,551	$1,407,788	$29.00	65.25%	8.29%	26.46%
Farmington Public Library	46,684	$369,086	$272,184	$20,447	$661,717	$14.17	$1,208,185	$4,171,205	$89.35	55.17%	15.86%	28.96%
Hobbs Public Library	40,508	$81,080	$54,447	$16,913	$152,440	$3.76	$213,764	$1,227,166	$30.29	70.16%	12.42%	17.42%
Clovis Carver Public Library	38,324	$63,370	$8,950	$3,208	$75,528	$1.97	$156,290	$802,244	$20.93	71.10%	9.41%	19.48%
Average	*93,063*	*$165,775*	*$91,375*	*$37,833*	*$294,983*	*$3.59*	*$406,519*	*$2,350,756*	*$28.47*	*71.18%*	*12.15%*	*16.67%*
											16.52%	
90th Percentile	*152,281*	*$287,346*	*$183,144*	*$77,443*	*$502,843*	*$4.95*	*$763,549*	*$3,895,561*	*$39.60*	*83.90%*	*16.35%*	*25.82%*
	111,507	***$234,123***										
75th Percentile	*105,860*	*$224,332*	*$106,753*	*$50,758*	*$400,755*	*$3.82*	*$585,272*	*$3,159,820*	*$29.33*	*76.68%*	*14.48%*	*19.98%*
				$44,379	***$351,014***	***$3.15***		***$2,124,648***				
50th Percentile	*88,817*	*$162,246*	*$75,983*	*$29,646*	*$256,915*	*$2.68*	*$320,768*	*$2,111,805*	*$22.91*	*70.63%*	*11.08%*	*17.85%*
			$72,512				***$307,307***			***69.02%***		***14.46%***
25th Percentile	*62,602*	*$89,852*	*$41,977*	*$19,564*	*$184,949*	*$2.21*	*$154,253*	*$1,513,692*	*$19.92*	*65.24%*	*9.39%*	*13.61%*
									$19.05			
5th Percentile	*39,962*	*$54,752*	*$12,336*	*$3,114*	*$77,409*	*$1.63*	*$87,469*	*$1,116,236*	*$14.71*	*57.78%*	*7.81%*	*4.70%*

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Collections

Library Name	*2020 Census Population*	*Number of Print Materials in Collection*	*Number of Electronic Books in Collection*	*Number of Physical Audio in Collection*	*Number of Download-able Audio in Collection*	*Number of Physical Video in Collection*	*Number of Download-able Video in Collection*	*Local or Other Elect-ronic Coll-ections*	*State Elect-ronic Coll-ections*	*Total Elect-ronic Coll-ections*	*Number of Print Serial Sub-scriptions*	*Total Collection Size*	*Total Collection per capita*	*Print Materials per capita*
Amarillo Public Library	200,904	350,098	5,544	18,751	1,389	53,178	-	27	63	90	109	429,249	2.14	1.74
Tempe Public Library	179,765	182,572	411,007	11,124	365,858	15,537	48,921	14	31	45	173	1,035,282	5.76	1.02
Abilene Public Library	124,797	196,696	30,161	10,341	20,684	26,290	2,928	64	63	127	131	287,485	2.30	1.58
Thomas Branigan Memorial Library	111,507	138,071	62,606	13,099	160,677	28,109	15,500	11	49	60	149	418,331	3.75	1.24
Rio Rancho Public Library	103,977	126,177	16,162	12,180	72,829	14,676	15,079	4	49	53	118	257,327	2.47	1.21
Wichita Falls Public Library	102,498	140,544	428,694	7,736	357,415	3,414	38,305	37	63	100	98	976,406	9.53	1.37
Lawton Public Library	90,537	111,003	373,326	2,683	324,643	5,125	15,790	10	37	47	99	832,763	9.20	1.23
New Braunfels Public Library	90,136	103,282	152,558	9,064	75,655	18,317	445	18	63	81	146	359,629	3.99	1.15
Santa Fe Public Library	87,497	280,000	310,000	13,000	61,000	19,000	23,000	7	49	56	298	706,410	8.07	3.20
Temple Public Library	81,938	178,941	20,860	8,612	5,216	10,340	226	8	63	71	192	224,529	2.74	2.18
Broomfield/Eisenhower Public Library	74,112	98,934	37,984	8,711	16,073	13,517	24,616	5	-	5	177	200,022	2.70	1.33
San Marcos Public Library	67,290	152,857	17,317	4,028	10,333	14,757	73	9	63	72	261	199,770	2.97	2.27
Roswell Public Library	48,539	171,523	5,935	6,524	1,497	5,208	-	9	49	58	70	190,873	3.93	3.53
Farmington Public Library	46,684	163,130	18,886	11,130	10,662	6,994	-	54	49	103	391	211,399	4.53	3.49
Hobbs Public Library	40,508	132,941	1,893	7,447	537	5,437	10	16	49	65	74	148,469	3.67	3.28
Clovis Carver Public Library	38,324	115,380	10,341	2,410	2,436	2,226	27	3	49	52	139	133,063	3.47	3.01
Average	*93,063*	*165,134*	*118,955*	*9,178*	*92,932*	*15,133*	*11,558*	*19*	*49*	*68*	*164*	*413,188*	*4.45*	*2.05*
				13,099		***28,109***								
90th Percentile	*152,281*	*238,348*	*392,167*	*13,050*	*341,029*	*27,200*	*31,461*	*46*	*63*	*102*	*280*	*904,585*	*8.64*	*3.39*
	111,507				***160,677***									
75th Percentile	*105,860*	*179,849*	*191,919*	*11,393*	*96,911*	*18,488*	*17,593*	*20*	*63*	*83*	*181*	*498,539*	*4.84*	*3.06*
			62,606				***15,500***	***11***	***49***		***149***	***418,331***	***3.75***	
50th Percentile	*88,817*	*146,701*	*25,511*	*8,888*	*18,379*	*14,097*	*1,687*	*11*	*49*	*63*	*143*	*272,406*	*3.71*	*1.66*
		138,071								***60***				
25th Percentile	*62,602*	*123,478*	*14,707*	*7,216*	*4,521*	*5,380*	*23*	*8*	*49*	*53*	*107*	*199,959*	*2.73*	***1.24***
5th Percentile	*39,962*	*102,195*	*4,631*	*2,615*	*1,176*	*3,117*	-	*4*	*23*	*35*	*73*	*144,618*	*2.26*	*1.11*

33.0%

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

	Visits, Reference & Borrowers						Electronic Access					
Library Name	*2020 Census Population*	*Total Annual Library Visits*	*Library Visits per capita*	*Total Annual Reference Transactions*	*Reference Transactions per capita*	*Registered Borrowers*	*Percent of Population with Library Cards*	*Number of Internet Computers Used by General Public*	*Public Computers per 2,000 Population*	*Uses of Public Internet Computers per year*	*Wireless Sessions Using the Library's Wireless Service*	*Number of Visits to Library Website*
Amarillo Public Library	200,904	1,213,394	6.04	257,898	1.28	71,506	35.59%	91	0.91	60,220	3,347	288,674
Tempe Public Library	179,765	585,197	3.26	-	-	94,099	52.35%	140	1.56	101,331	-	
Abilene Public Library	124,797	554,425	4.44	48,307	0.39	48,753	39.07%	70	1.12	81,043	-	244,312
Thomas Branigan Memorial Library	111,507	384,686	3.45	70,326	0.63	71,711	64.31%	32	0.57	46,541	55,776	-
Rio Rancho Public Library	103,977	286,658	2.76	42,224	0.41	45,166	43.44%	63	1.21	52,711	25,967	122,630
Wichita Falls Public Library	102,498	152,890	1.49	60,274	0.59	51,611	50.35%	32	0.62	24,489	103,188	158,623
Lawton Public Library	90,537	169,245	1.87	23,244	0.26	26,446	29.21%	33	0.73	30,702	24,090	43,950
New Braunfels Public Library	90,136	277,680	3.08	9,010	0.10	46,613	51.71%	45	1.00	58,160	36,175	65,369
Santa Fe Public Library	87,497	663,151	7.58	140,000	1.60	42,014	48.02%	51	1.17	88,496	70,733	286,188
Temple Public Library	81,938	241,523	2.95	76,011	0.93	65,207	79.58%	33	0.81	34,133	-	209,882
Broomfield/Eisenhower Public Library	74,112	293,654	3.96	77,336	1.04	57,434	77.50%	22	0.59	29,275	29,822	138,869
San Marcos Public Library	67,290	397,275	5.90	42,144	0.63	44,744	66.49%	38	1.13	62,552	-	-
Roswell Public Library	48,539	139,499	2.87	17,313	0.36	29,506	60.79%	24	0.99	16,953	30,315	103,085
Farmington Public Library	46,684	322,493	6.91	11,700	0.25	50,386	107.93%	52	2.23	53,021	28,035	311,493
Hobbs Public Library	40,508	59,281	1.46	3,017	0.07	31,133	76.86%	34	1.68	10,223	-	58,573
Clovis Carver Public Library	38,324	95,483	2.49	7,848	0.20	13,750	35.88%	12	0.63	14,688	8,904	5,000
Average	*93,063*	*364,783*	*3.78*	*55,416*	*0.55*	*49,380*	*57.44%*	*48*	*1.06*	*47,784*	*26,022*	*145,475*
						71,711						
90th Percentile	*152,281*	*624,174*	*6.47*	*108,668*	*1.16*	*71,609*	*78.54%*	*81*	*1.62*	*84,770*	*63,255*	*287,928*
	111,507										***55,776***	
75th Percentile	*105,860*	*436,563*	*4.81*	*71,747*	*0.70*	*59,377*	*69.08%*	*55*	*1.18*	*60,803*	*31,780*	*235,705*
		384,686	***3.45***	***70,326***	***0.63***		***64.31%***					
50th Percentile	*88,817*	*290,156*	*3.17*	*42,184*	*0.40*	*47,683*	*52.03%*	*36*	*0.99*	*49,626*	*25,029*	*130,750*
								32		***46,541***		
25th Percentile	*62,602*	*165,156*	*2.69*	*11,028*	*0.24*	*39,294*	*42.35%*	*32*	*0.70*	*28,079*	*-*	*60,272*
5th Percentile	*39,962*	*86,433*	*1.48*	*2,263*	*0.06*	*23,272*	*34.00%*	*20*	*0.59*	*13,572*	*-*	*3,250*
									0.57			***-***

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Circulation & Interlibrary Loan

Library Name	*2020 Census Population*	*Total Annual Circulation Transactions*	*Total Annual Circulation of Children's Materials*	*Total Annual Circulation of Electronic Materials*	*Total Annual Circulation of Physical Items*	*Number of Successful Retrievals of Electronic Information*	*Total Annual Collection Usage*	*Total Circulation per capita*	*Children's Circulation per capita*	*Collection Turnover (Circulation/ Collection Size)*	*Interlibrary Loan - Total Provided to Other Libraries*	*Interlibrary Loan - Total Received from Other Libraries*
Amarillo Public Library	200,904	1,511,726	523,855	31,395	1,480,331	35,420	1,547,146	7.70	2.61	3.60	5,711	1,214
Tempe Public Library	179,765	792,547	274,388	180,234	612,313	474,947	1,267,494	7.05	1.53	1.22	563	338
Abilene Public Library	124,797	838,375	311,791	245,683	592,692	17,688	856,063	6.86	2.50	2.98	2,643	4,827
Thomas Branigan Memorial Library	111,507	396,171	81,988	43,453	352,718	23,855	420,026	3.77	0.74	1.00	1,070	1,604
Rio Rancho Public Library	103,977	744,748	229,567	122,909	621,839	80,118	824,866	7.93	2.21	3.21	323	686
Wichita Falls Public Library	102,498	366,800	105,785	41,902	324,898	48,743	415,543	4.05	1.03	0.43	1,857	349
Lawton Public Library	90,537	227,446	72,374	44,411	183,035	34,426	261,872	2.89	0.80	0.31	711	1,098
New Braunfels Public Library	90,136	885,290	434,138	121,173	764,117	69,923	955,213	10.60	4.82	2.66	661	317
Santa Fe Public Library	87,497	719,088	165,844	92,397	626,691	16,000	735,088	8.40	1.90	1.04	1,299	2,984
Temple Public Library	81,938	384,068	138,311	35,035	349,033	19,993	404,061	4.93	1.69	1.80	617	213
Broomfield/Eisenhower Public Library	74,112	848,257	385,263	83,575	764,682	58,271	906,528	12.23	5.20	4.53	56,471	81,787
San Marcos Public Library	67,290	496,077	224,982	56,940	439,137	56,732	552,809	8.22	3.34	2.77	166	118
Roswell Public Library	48,539	164,054	63,704	10,436	153,618	12,787	176,841	3.64	1.31	0.93	597	153
Farmington Public Library	46,684	340,960	115,111	69,015	271,945	90,653	431,613	9.25	2.47	2.04	813	182
Hobbs Public Library	40,508	119,318	38,197	4,122	115,196	7,413	126,731	3.13	0.94	0.85	895	498
Clovis Carver Public Library	38,324	93,042	36,167	7,325	85,717	2,845	95,887	2.50	0.94	0.72	750	647
Average	*93,063*	*557,998*	*200,092*	*74,375*	*483,623*	*65,613*	*623,611*	*6.45*	*2.13*	*1.88*	*4,697*	*6,063*
90th Percentile	*152,281*	*866,774*	*409,701*	*151,572*	*764,400*	*85,386*	*1,111,354*	*9.92*	*4.08*	*3.40*	*4,177*	*3,906*
	111,507											***1,604***
75th Percentile	*105,860*	*804,004*	*283,739*	*99,591*	*623,052*	*61,184*	*868,679*	*8.26*	*2.53*	*2.82*	*1,439*	*1,312*
											1,070	
50th Percentile	*88,817*	*446,124*	*152,078*	*50,676*	*395,928*	*34,923*	*492,211*	*6.96*	*1.79*	*1.51*	*782*	*573*
		396,171	***81,988***	***43,453***	***352,718***	***23,855***	***420,026***	***3.77***		***1.00***		
25th Percentile	*62,602*	*312,582*	*79,585*	*34,125*	*249,718*	*17,266*	*368,514*	*3.74*	*1.01*	*0.91*	*612*	*291*
5th Percentile	*39,962*	*112,749*	*37,690*	*6,524*	*107,826*	*6,271*	*119,020*	*2.79*	*0.78*	*0.40*	*284*	*144*
									0.74			

Appendix 4.1: Las Cruces Public Libraries Peer Comparison

Programs & Attendance

Library Name	*2020 Census Population*	*Total Number of Library Programs*	*Number of Children's Library Programs*	*Number of Young Adult Library Programs*	*Total Library Program Attendance*	*Attendance at Children's Library Programs*	*Attendance at Young Adult Library Programs*	*Total Program Attendance per capita*	*Number of Children's Programs as percent of total*	*Number of Young Adult Programs as percent of total*	*Attendance at Children's Programs as percent of total*	*Attendance at Young Adult Programs as percent of total*
Amarillo Public Library	200,904	1,359	877	28	33,085	16,667	3,756	0.16	64.53%	2.06%	50.38%	11.35%
Tempe Public Library	179,765	1,813	850	411	38,263	24,863	2,499	0.21	46.88%	22.67%	64.98%	6.53%
Abilene Public Library	124,797	2,168	1,287	370	69,875	36,593	8,279	0.56	59.36%	17.07%	52.37%	11.85%
Thomas Branigan Memorial Library	111,507	632	301	137	12,958	10,017	887	0.12	47.63%	21.68%	77.30%	6.85%
Rio Rancho Public Library	103,977	782	488	75	26,323	18,852	1,108	0.25	62.40%	9.59%	71.62%	4.21%
Wichita Falls Public Library	102,498	373	295	25	16,308	14,708	341	0.16	79.09%	6.70%	90.19%	2.09%
Lawton Public Library	90,537	294	162	39	7,906	4,522	333	0.09	55.10%	13.27%	57.20%	4.21%
New Braunfels Public Library	90,136	1,045	421	176	22,910	17,182	1,694	0.25	40.29%	16.84%	75.00%	7.39%
Santa Fe Public Library	87,497	510	350	93	12,829	9,899	1,131	0.15	68.63%	18.24%	77.16%	8.82%
Temple Public Library	81,938	521	347	16	12,543	11,054	161	0.15	66.60%	3.07%	88.13%	1.28%
Broomfield/Eisenhower Public Library	74,112	1,356	488	128	25,499	16,197	1,447	0.34	35.99%	9.44%	63.52%	5.67%
San Marcos Public Library	67,290	2,361	1,359	79	47,181	33,304	1,134	0.70	57.56%	3.35%	70.59%	2.40%
Roswell Public Library	48,539	217	173	24	4,686	4,032	268	0.10	79.72%	11.06%	86.04%	5.72%
Farmington Public Library	46,684	2,234	1,380	525	62,756	42,278	5,336	1.34	61.77%	23.50%	67.37%	8.50%
Hobbs Public Library	40,508	145	115	21	5,658	4,897	534	0.14	79.31%	14.48%	86.55%	9.44%
Clovis Carver Public Library	38,324	319	138	-	5,920	3,864	-	0.15	43.26%	0.00%	65.27%	0.00%
Average	*93,063*	*1,008*	*564*	*134*	*25,294*	*16,808*	*1,807*	*0.31*	55.99%	13.31%	66.45%	7.14%
90th Percentile	*152,281*	*2,201*	*1,323*	*391*	*54,969*	*34,949*	*4,546*	*0.63*	*79.20%*	*22.17%*	*87.34%*	*10.40%*
	111,507									***21.68%***		
75th Percentile	*105,860*	*1,473*	*857*	*147*	*34,380*	*20,355*	*1,895*	*0.28*	*67.11%*	*17.36%*	*79.49%*	*8.58%*
				137							***77.30%***	***6.85%***
50th Percentile	*88,817*	*707*	*386*	*77*	*19,609*	*15,453*	*1,120*	*0.16*	*60.57%*	*12.16%*	*71.10%*	*6.13%*
		632	***301***		***12,958***	***10,017***	***887***		***47.63%***			
25th Percentile	*62,602*	*360*	*265*	*25*	*11,384*	*8,649*	*339*	*0.14*	*47.44%*	*5.86%*	*64.61%*	*3.76%*
								0.12				
5th Percentile	*39,962*	*199*	*132*	*12*	*5,415*	*3,990*	*121*	*0.09*	*39.21%*	*1.55%*	*51.87%*	*0.96%*

Appendix 5.1
New Branch Library Staffing Plan

Branch Library Staffing, in hours

prepared by Godfrey's Associates, Inc.

For a Library that is open 64 *hours per week*

THIS FILE IS SET TO PRINT ON LEGAL SIZE PAPER

actual salaries from County Compensation Study

	Monday 9am-8pm			Tuesday 9am-8pm			Wednesday9am-8pm			Thursday 9am-8pm			Friday 9-5		Saturday 9-5		Sunday	totals		FT	PT	total
staffing shift:	8 to 1	1 to 5	5 to 8	8 to 1	1 to 5	5 to 8	8 to 1	1 to 5	5 to 8	8 to 1	1 to 5	5 to 8	8 to 1	1 to 5	8 to 1	1 to 5	1 to 5	hours	FTE	salary &	salary &	staffing
hours open to public:	4	4	3	4	4	3	4	4	3	4	4	3	4	4	4	4	4	**64**		benefits	benefits	costs
Branch Manager	5	3	0	5	3	0	5	3	0	5	3	0	5	3	0	0	0	40	1.00	$81,567	$0	$81,567
Assistant Manager	4	4	1	4	4	1	4	4	0	0	0	0	0	0	5	4	5	40	1.00	$72,828	$0	$72,828
Librarian, Children	5	3	0	5	3	0	5	3	0	5	3	0	5	3	4	4	5	53	1.33	$65,025	$65,025	$86,158
Librarian, Teens	0	4	4	0	4	4	0	4	4	0	4	4	4	4	4	4	5	53	1.33	$65,025	$65,025	$86,158
Librarian, Adults	4	3	3	4	3	3	4	3	3	4	3	3	5	3	5	4	5	62	1.55	$65,025	$65,025	$100,789
Circulation Supervisor	4	3	0	4	4	3	4	4	3	4	4	3	5	4	4	4	5	62	1.55	$55,748	$55,748	$86,409
Customer Services Rep	9	8	7	9	8	7	9	8	7	9	8	7	5	4	5	4	10	124	3.10	$45,864	$45,864	$142,178
Library Page/Shelever	0	6	6	0	6	6	0	6	6	0	6	6	4	4	5	4	5	70	1.75	$0	$32,000	$56,000
Facilities Security/Maintenance	2	4	2	2	4	2	2	4	2	2	4	2	4	4	4	4	8	56	1.40	$50,566	$0	$70,792
Subtotal shift hours:	33	38	23	33	39	26	33	39	25	29	35	25	37	29	36	32	48	560	14.00			$782,880
Subtotal of daily personnel hours:			*94*			*98*			*97*			*89*		*66*		*68*	*48*					
Subtotal FTE:	6.60	9.50	7.67	6.60	9.75	8.67	6.60	9.75	8.33	5.80	8.75	8.33	7.40	7.25	7.20	8.00	9.60		6.20	Librarian FTE		
Average daily FTE:			7.92			8.34			8.23			7.63		7.33		7.60	9.60		44.3%	professional % of total staff		

Appendix 6.1
20-year Population & Library Space Projections

Thomas Branigan Library ***Las Cruces Public Libraries Master Plan***
Square Footage Projections vs. Levels of Service Standards

prepared by Godfrey's Associates, Inc.
May 14, 2024

Metric	***Population Projections*** *per Elevate Las Cruces*																						
year:	***2024***	*2025*	*2026*	*2027*	*2028*	***2029***	*2030*	*2031*	*2032*	*2033*	***2034***	*2035*	*2036*	*2037*	*2038*	*2039*	*2040*	*2041*	*2042*	*2043*	***2044***	*2045*
Las Cruces ETZ	**110,720**	112,023	113,342	114,676	116,026	**117,392**	118,773	120,172	121,586	123,017	**124,465**	125,931	127,413	128,913	130,430	131,966	133,519	135,091	136,681	138,290	**139,918**	141,565
annual increase, year to year:	1,288	1,303	1,319	1,334	1,350	1,366	1,382	1,398	1,415	1,431	1,448	1,465	1,482	1,500	1,517	1,535	1,553	1,572	1,590	1,609	1,628	1,647
annual increase as %:	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%
Library square footage (SF)																						
2023 existing Library SF	**45,442**	45,442	45,442	45,442	45,442	**70,266**	70,266	70,266	70,266	70,266	**124,348**	124,348	124,348	124,348	124,348	124,348	124,348	124,348	124,348	124,348	**159,348**	159,348
square feet per capita	0.41	0.41	0.40	0.40	0.39	0.60	0.59	0.58	0.58	0.57	1.00	0.99	0.98	0.96	0.95	0.94	0.93	0.92	0.91	0.90	1.14	1.13
Level of Service Standards																						
1.00 SF per capita	**110,720**	112,023	113,342	114,676	116,026	**117,392**	118,773	120,172	121,586	123,017	**124,465**	125,931	127,413	128,913	130,430	131,966	133,519	135,091	136,681	138,290	**139,918**	141,565
surplus/shortfall:	-65,278	-66,581	-67,900	-69,234	-70,584	-47,126	-48,508	-49,906	-51,320	-52,752	-117	-1,583	-3,065	-4,565	-6,082	-7,618	-9,171	-10,743	-12,333	-13,942	19,430	17,783
existing SF as % of standard:	41.0%	40.6%	40.1%	39.6%	39.2%	59.9%	59.2%	58.5%	57.8%	57.1%	99.9%	98.7%	97.6%	96.5%	95.3%	94.2%	93.1%	92.0%	91.0%	89.9%	113.9%	112.6%

Library square footage (SF)	*existing floor*					
facility	*basement*	*mezz.*	*first*	*second*	*third*	
Branigan Library	0	0	28,382	15,884		
Munson Library			450			
Sage Library			726			
totals:	0	0	29,558	15,884	0	
	new:		43,614	18,110	1,624	63,348

Phase One-2029	*square feet*		
facility	*existing*	*new*	*total*
Branigan Library	44,266	0	44,266
Munson Library	0	0	0
Sage Library	0	0	0
Northeast Library	0	**26,000**	**26,000**
totals:	44,266	26,000	**70,266**

-47,126 shortfall
-53,491

Phase Two-2034	*square feet*		
facility	*existing*	*new*	*total*
Branigan Library	44,266	**19,082**	63,348
Munson Library	0	0	0
Northeast Library	26,000	0	26,000
East Library	0	**35,000**	35,000
totals:	70,266	54,082	**124,348**

-117 surplus
-6,866

Phase Three-2044	*square feet*		
facility	*existing*	*new*	*total*
Branigan Library	63,348	0	63,348
Northeast Library	26,000	0	26,000
East Library	35,000	0	35,000
North Library	0	**35,000**	35,000
totals:	124,348	35,000	**159,348**

19,430
11,844
93,638
2.06

Appendix 6.2
Space Needs for Prototype Branch & Branigan Libraries

Las Cruces Public Libraries Master Plan

Branigan Memorial Library Space Needs *prepared by Godfrey's Associates, Inc.*

Assignable Spaces Summary of Capacities ***4/14/2024***

division	code	unit	NASF	staffed service points or workstations	collection capacity	seating capacity	public computers	staff computers	occupancy actual	occupancy code	occupancy difference
1.0.0	1.1.0	Administration	2,282	7	106	28	0	7	27	23	-4
Admin	1.2.0	Library Board (included in 1.1.0)	0								
	1.3.0	Foundation for Las Cruces Public Libraries	0	0	0	0	0	0	0	0	0
2.0.0	2.1.0	Customer Services	1,352	4	2,899	4	7	4	21	27	6
Public	2.2.0	Adult Services	11,023	1	64,465	128	58	1	200	165	-35
Services	2.2.9	New Mexico Room	1,237	1	2,443	10	4	1	17	19	2
	2.3.0	Children's Services	6,898	1	48,134	150	21	1	193	112	-81
	2.4.0	Teen Services	3,374	1	11,645	52	12	1	80	57	-23
	2.5.1	Multi-Purpose Meeting Room	2,811	0	0	205	0	0	205	187	-18
	2.5.2	Table/Chair Storage (included in 2.5.1)	0	0	0	0	0	0	4	0	-4
	2.5.3	Kitchen (included in 2.5.1)	0	0	0	0	0	0	2	0	-2
	2.5.4	Computer Training Room	583	0	0	21	0	0	21	29	8
	2.5.5	Group Study Rooms (included in 2.2, 2.3, 2.4)	0	0	0	0	0	0	0	0	0
	2.5.6	Conference Room	624	0	0	29	0	0	29	31	2
	2.5.7a	Creation Space 1	1,051	1	396	0	0	1	12	21	9
	2.5.7b	Creation Space 2	1,024	1	288	0	0	0	24	34	10
	2.5.8	Recording Studio	773	0	0	0	0	0	15	15	0
3.0.0	3.1.1	Customer Services Workroom	1,438	9	264	0	0	9	10	14	4
Support	3.1.2	Adult Services Workroom	850	6	660	0	0	6	8	8	0
Services	3.1.3	Youth Services Workroom	862	7	1,320	0	0	7	7	9	2
3,149	3.1.4	Technical Services Workroom	1,529	8	1,728	0	0	8	8	15	7
	3.1.5	Outreach Services Workroom	620	0	6,720	0	1	0	3	6	3
	3.1.6	Technology/Virtual Services Workroom	614	1	0	0	0	1	1	6	5
3,353	3.1.7	Inter-Library Loan Workroom	589	1	1,584	0	0	1	1	6	5
	3.2.0	Technology Services/Server Room	99	0	0	0	0	0	0	0	0
	3.3.0	Staff Services/Breakroom	1,014	0	264	26	0	0	26	25	-1
	3.4.0	Friends Workroom	1,444	1	7,392	0	0	1	6	14	8
4.0.0	4.1.1	Lobby/Gallery	1,612	1	0	0	0	0	53	54	1
Support	4.2.1	Maintenance	496	1	0	0	0	1	1	2	1
	4.3.1	Receiving/Loading	211	0	549	0	0	0	0	1	1
5.0.0	5.1.0	Café	522	0	0	20	0	0	30	35	5
Outside	5.2.0	Friends Book Store	547	0	1,690	0	0	0	4	9	5
Agencies	5.3.0	Shell/Future Expansion	0	0	0	0	0	0	0	0	0
		TOTALS	45,479	32	130,597	593	93	30	877	744	-82
		TOTAL BGSF	56,849								

Las Cruces Public Libraries Master Plan

Prototype Branch Library: Assignable Spaces *prepared by Godfrey's Associates, Inc.*

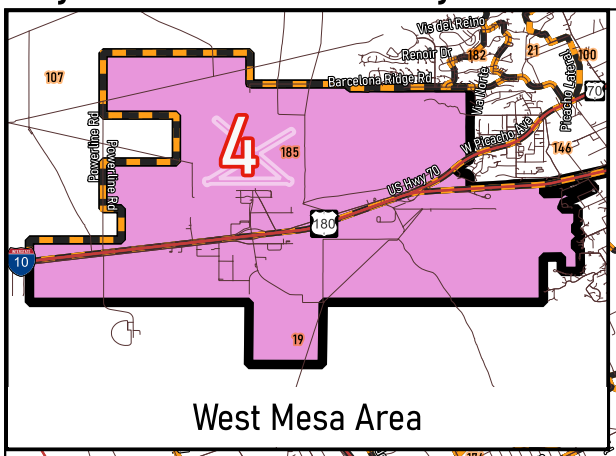
Assignable Spaces Summary of Capacities ***4/14/2024***

division	*code*	*unit*	*NASF*	*staffed service points/ workstations*	*collection capacity*	*seating capacity*	*public computers*	*staff computers*	*occupancy actual*	*occupancy code*	*occupancy difference*
2.0.0	2.1.0	Customer Services	1,136	3	2,688	4	6	3	18	23	5
Public	2.2.0	Adult Services	8,865	1	30,539	128	58	1	200	144	-56
Services	2.3.0	Children's Services	6,438	1	36,787	150	21	1	193	107	-86
	2.4.0	Teen Services	3,659	2	10,464	60	13	2	93	64	-29
	2.5.1	Multi-Purpose Meeting Room	2,000	0	0	120	0	0	121	133	12
	2.5.2	Storage	150	0	0	0	0	0	4	1.5	-3
	2.5.3	Kitchen	80	0	0	0	0	0	1	5	4
	2.5.4	Computer Training	0	0	0	0	0	0	0	0	0
	2.5.5	Group Study Rooms	*included in 2.2.0, 2.3.0 & 2.4.0*								0
	2.5.6	Conference Room (20 seats)	600	0	0	0	0	0	20	20	0
	2.5.7	Creation Space	773	0	0	0	0	0	15	15	0
3.0.0	3.1.1	Customer Services Workroom	1,380	9	264	0	0	9	10	14	4
Support	3.1.2	Adult Services Workstations	230	4	0	0	0	4	3	2	-1
Services	3.1.3	Children's Services Workstations	302	5	0	0	0	5	3	3	0
	3.3.1	Staff Services/Breakroom	828	0	264	19	0	0	19	21	2
	3.4.1	Friends Workroom	690	1	3,168	0	0	1	6	7	1
4.0.0	4.1.1	Lobby/Gallery	800	1	0	8	4	0	55	53	-2
Support	4.2.1	Maintenance	460	1	0	0	0	1	1	2	1
	4.3.1	Receiving/Loading	211	0	27	0	0	0	0	1	1
5.0.0	5.1.0	Café	385	1	0	20	2	1	24	26	2
Outside	5.2.0	Friends Book Store	400	1	1,000	2	1	1	3	8	5
Agencies	5.3.0	Shell/Future Expansion	0	0	0	0	0	0	0	0	0
		TOTALS	29,387	30	85,201	511	105	29	789	650	-139
		TOTAL BGSF	34,573								

Appendix 7.1
Map of Las Cruces

City of Las Cruces - City Council Districts

Concept J



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Precincts
City Councilors

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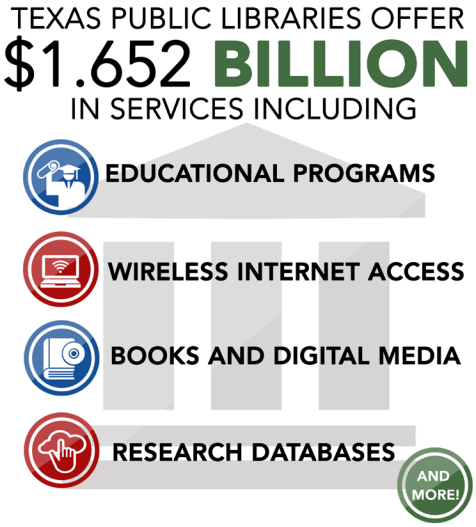
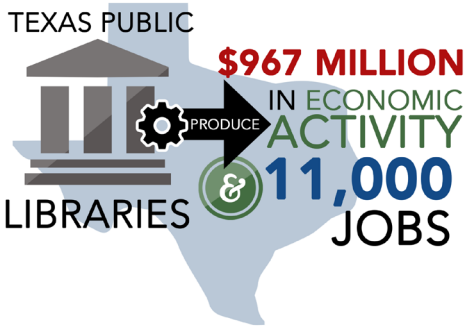
06/21/2022

Appendix 8.1
2017 Texas Public Libraries ROI Report

Texas Public Libraries

Economic Benefits and Return on Investment





Texas State Library and Archives Commission

This report was prepared by the

Bureau of Business Research IC² Institute
The University of Texas at Austin
January 2017

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Acknowledgments

The research team wishes to thank the Texas State Library and Archives Commission for their support and cooperation in completing the project. Gloria Meraz, Assistant State Librarian, provided guidance and assistance. Stacey Malek, Program Coordinator, fielded many information requests and always responded promptly and thoroughly.

Executive Summary

Public libraries in the State of Texas provide significant economic benefits for their communities. Collectively, in FY2015, Texas public libraries were found to provide $2.628 billion in benefits while costing $566 million, a return on investment of $4.64 for each dollar.

A data-intensive research design was developed to document and to quantify these economic benefits. Extensive databases from the Texas State Library and Archives Commission (TSLAC) were used in conjunction with the input-out economic modeling software, IMPLAN. Based on the IMPLAN model, which analyzed public libraries purely as business and organizational entities, libraries produced $976 million in economic activity. Further, in FY2015, more than 11,000 jobs in Texas were dependent on public library expenditures.

Another major component of the quantitative analysis examined services offered by most public libraries in Texas. Economic estimates were derived for those services as well as for wireless internet usage and volunteers at public libraries:

- Reference services;
- Educational programs;
- Volunteers
- In-library use of books, serials, and periodicals;
- Computer terminals and internet access;
- Wireless internet access;
- Electronic databases; and
- Circulation of books and digital media.

A conservative approach was utilized that provides much greater certainty that the estimated services values are minimums. The total value of these public library services was estimated conservatively at $1.652 billion. The Texas ROI of 4.64 compares favorably to results in prior studies of other states and cities, given the conservative approaches used in this analysis.

This report updates portions of an analysis performed in late 2012 for FY2011. Compared to that analysis, the value of the same services has increased by 7.8%, and the value of all public library services increased by 21.2%, primarily due to two new services being included. The ROI increased from 4.42 to 4.64, or approximately 5 percent.

Chapter I. Introduction: Scope, Methodology, Limitations

Project Goals

Libraries are collections of books and periodicals, sources of access to digital repositories, entry points to municipal, state, and federal government programs, and destination points for children and adults. They can assist in rejuvenating neighborhoods and preventing population loss in rural communities. Public libraries also have economic impacts, both short- and long-term. This study examined the economic benefits, economic impacts, and contributions to economic growth by public libraries in the State of Texas in FY2015. Both quantitative and qualitative, difficult-to-measure economic benefits were included.

Methodology

To determine the economic impacts of public libraries in Texas, a data-intensive research design was developed. Databases from the Texas State Library and Archives Commission served as the primary basis for the quantitative estimates of economic benefits.[1] TSLAC data was used in conjunction with the input-out economic modeling software, IMPLAN. IMPLAN is commonly used by economists and is widely accepted as one of three software modeling programs for impact analyses (the others are REMI and RIMS II). The IMPLAN software, as well as the accompanying multipliers, social accounting matrices, and trade flows, allow for economic analysis of public libraries as well as other related service industries. The software used in this report is unique to the economic activity in the State of Texas.[2] Identified expenditures and jobs from public libraries, obtained from the TSLAC databases, served as the primary inputs to IMPLAN.

Another major component of the quantitative analysis examined major services offered by most public libraries in Texas: circulation of books and other media; computers and internet; educational programs; electronic databases; and reference services. This analysis required combining statewide totals for each of the services from the TSLAC database, with values for each service, e.g. each educational program, a reference inquiry, or a book checked out. Prior studies of libraries in other

1 The annual survey of public libraries by the Texas State Library and Archives Commission is conducted and checked by experienced staff. Other data sources, and any cautions, are noted in the respective service function.

2 IMPLAN utilizes a 500+ industry matrix, allowing for detailed industry analysis. For this report, such detail was unnecessary and results were described in terms of direct, indirect, and induced impacts on output, employment, and wages. More details, including a table of definitions, are provided in Chapter II of this report.

jurisdictions were reviewed as part of the valuation process. Economic estimates also were generated for the benefits from volunteers working at public libraries, in-library use of books, serials, and periodicals, and wireless internet access.

As part of the overall methodology, the research team conducted a review of recent return-on-investment studies of public libraries. This review documented the range of methodologies used previously, showed variation in library services' values, and provided a context for the quantitative results from the IMPLAN modeling and the overall ROI figure in Texas. Summaries of each recent study appear in Appendix A.

Throughout this report, a conservative approach has been utilized in valuing library services. For some services, we have adapted approaches previously used in other studies, although not necessarily the valuations of the services. Often there is room for judgment about valuation, and when that has occurred, we have chosen the lower figures because of the uncertainty within the estimation process. By using the lower, more conservative values, this analysis is able to report with certainty that public libraries in Texas provide a minimum aggregate value to their patrons and communities. Any errors in the estimates are much more likely to be understatements, rather than overstatements.

Report Overview and Organization

Chapter II provides key financial characteristics of Texas public libraries and then documents the direct and indirect economic and employment impacts statewide of public library expenditures.

Chapter III details major library services, offers alternative approaches to valuation of these services, and estimates statewide values for each.

Chapter IV summarizes the economic impacts from library expenditures and services and then compares the return-on-investment to those in recent impact studies and then to earlier reports.

Three appendices appear after the main report:

- Summaries of Four Recent Library Impact Studies
- References and Citations
- Performing Organization and Project Staff

Chapter II. Key Financial Data of Texas Public Libraries

This chapter describes key characteristics of Texas' approximately 550 public libraries. In a later section of this chapter, data and information are presented that assesses the economic contributions of library spending on the State of Texas based on expenditures and employment in fiscal year 2015.

Library Data

The Texas State Library and Archives Commission provided operating and capital expenditure data for public libraries across Texas in their Annual Reports for Local Fiscal Year 2015. Economic impacts were estimated by examining operating expenditures, capital expenditures, employee salaries and benefits, and construction expenditures.

The TSLAC database for FY2015 included more than 100 variables. These data and information are collected through an annual survey.[3] The variables used to evaluate economic impacts included:

- Wages and benefits
- Size of collection
- Other operating expenses including replacement furniture and equipment
- Expenditures on wages and benefits, collection, and miscellaneous
- Indirect costs
- Total operating expenses
- Capital outlay
- Total full-time equivalents of paid library staff
- Local fiscal year beginning date

Data was provided for each library's fiscal year, which began October 1 for 71% of Texas public libraries, January 1 for 20% of libraries, with the other 9% having different start months. The monthly timing difference for the fiscal years was inconsequential for the economic impact study.

Capital Outlay

Of the 548 public libraries, 127 reported capital outlays totaling $62 million in FY2015. These outlays may include building sites, new buildings, additions, or renovations. These outlays may also include purchases of furniture, equipment,

3 The report form and variable descriptions may be found in either word or pdf formats under the heading *2015 Annual Report Blank Worksheet* at: https://www.tsl.texas.gov/ld/pubs/arsma/index.html#LibPAs.

books, vehicles, computer systems, and other one-time extraordinary purchases noted in the reporting form.[4]

Operating Expenditures

Operating expenditures in FY2015 totalled $501.4 million. These expenditures are comprised of labor costs, library collections (e.g., books, periodicals, etc.), and other supplies and services purchased for library operations. Wages and benefits comprised 67.8% of operating expenditures, demonstrating the largely labor-intensive nature of library operations. Operating expenditures are less volatile than capital expenditures.

Employment, Wages, and Benefits

Library full-time equivalent (FTE) employment totaled 6,861 in FY2015. This number was converted to a headcount based on micro-data for the input-output model, yielding 8,232 full- and part-time employees. These workers earned $340.1 million in FY2015, of which 27.4% was paid for employee benefits. Wages totaled $247 million.

Collection

Library collections are reported in three formats: print, electronic, and other (e.g., microforms and audiovisuals). Libraries make ongoing purchases of collection items, and these ongoing purchases amounted to $63.0 million in operating expenditures in FY2015, with $36.2 million directed towards print materials, $16.6 million for electronic materials and $10.1 million for other collection items.

Other Operating Expenditures

Other operating expenditures reference the non-labor, non-collection library operations. These include supplies, software licenses, networks, Internets, and contracted personnel (i.e., facilities maintenance, consultants, auditors, etc.). Other operating expenditures totaled $92.9 million in FY2015.

Library Revenue

Revenue for a private enterprise derives from the sale of goods and services, in which value was added to raw materials or intermediate inputs and resold with a margin. Public enterprises, like libraries, receive "income" through taxes, fees, and grants. Given the nonprofit status of libraries, revenues largely match expenses. For the public libraries in Texas, operating revenues totaled nearly $508.3 million, and capital revenues totaled $56.1 million, for a total of $564.4 million in FY2015. Libraries have various revenue conduits, ranging from federal, state, and local sources, foundation and corporate grants, and fines and donations. While funding sources are varied, more than $0.95 of every $1.00 in library revenue (operating and capital) is from a local source, (i.e., from cities, counties, school districts, local donations etc.).

4 A variety of available data and longitudinal comparisons are available at: https://www.tsl.texas.gov/ld/pubs/pls/index.html

Statewide Economic Impacts from Library Expenditures

Library expenditures represent the employment of individuals in local communities and purchases of goods and services, primarily from private industry vendors. The locale of these purchases varies by library, with the composition of the local economy often dictating what may or may not be sourced locally. Companies supplying products to libraries, in turn, employ and purchase from other companies, thus creating a multiplier effect. To calculate the multiplier effects and overall economic impacts, the research team used the input-output economic modeling tool IMPLAN. The IMPLAN software incorporates data (expenditures, jobs, etc.) and publically available secondary data on labor, wages, and output. The main input data were (1)

The $563.4 million in direct library operating and capital expenditures in FY2015 ($501.4 million in operating expenditures and $62.0 million in capital expenditures as described earlier in this chapter); and (2) A total of 8,232 full- and part-time employees (6,861 full-time equivalent (FTE)).[5] This direct spending in the State of Texas multiplies through other industries in the supply chain, ranging from real estate and wholesale trade, to food services and health care. IMPLAN captures this economic activity by using economic multipliers, social accounting matrices, and trade flow data unique to the State of Texas. In other words, statewide impacts were estimated using the Texas model of IMPLAN. The model then produced results expressed in terms of direct, indirect, and induced impacts on output, employment, and wages.[6]

As shown in table 2.1 library expenditures in FY2015 led to approximately $976 million in total economic activity in the State of Texas. Total employment, full- and part-time, due to public library expenditures was 11,192.

These economic benefits were derived from the upstream economic linkages for library operations and construction, as well as from household spending on goods and services in the community. In other words, based on libraries' operating and capital expenditures, spending by vendors and households generated an additional $453 million in economic impact and 2,960 jobs in Texas.

Overall, based on the $566 million in direct expenditures, economic benefits as calculated by IMPLAN were $976 million, for an ROI of 1.72—for every dollar expended, there is $1.72 in statewide economic activity.

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5 An additional $2.63 million was added for the TSLAC share of electronic databases, as described further in chapter III.

6 Operating expenditures for leakage estimates were calculated by the IMPLAN model. Operating expenditures were categorized as Other Information Services in the model. Estimated construction expenditures were assigned as Nonresidential Building in the IMPLAN model.

Definitions

Gross Domestic Product (GDP): A measure of economic activity, GDP is the total value added by resident producers of final goods and services.

Gross Output (Output): The total value of production is gross output. Unlike GDP, gross output includes intermediate goods and services.

Value Added: The contribution of an industry or region to total GDP, value added equals gross output, net of intermediate input costs.

Leakage: Refers to spending that occurs outside the region of study.

Direct Impact: The measured economic activity (expenditures, employment, wages) recorded by the organization, in this case, public libraries.

Indirect Impact: Captures the additional activity related to libraries' business supply chains.

Induced Impact: Captures the impact of household spending driven off salaries earned by library employees, as well as indirect employees.

Multiplier Effect: Includes the direct, indirect, and induced impacts related to libraries spending to demonstrate the rippling effect of economic activity related to expenditures, employment, and wages.

TABLE 2.1. STATEWIDE ECONOMIC IMPACT OF LIBRARY EXPENDITURES, FY2015

Impact	Employment	Labor Income (In Millions)	Value Added (In Millions)	Output (In Millions)
Direct Effect	8,232	$371	$402	$566
Indirect Effect	580	$32	$52	$92
Induced Effect	2,380	$113	$199	$351
Total Effect	**11,192**	**$516**	**$653**	**$976**

Chapter III. Market Values of Library Services

Introduction

The economic impact of a library is comprised of two distinct types of impacts. The first type is the same as any other organization or business, regardless of its service, goal, or intent. An organization or business that hires individuals and purchases supplies will have a beneficial economic impact on its local community. As described at the end of Chapter II, total statewide economic activity from library salaries, operating expenditures, capital expenditures, and associated purchases by supplier companies and household spending in Texas surpassed $976 million in FY2015.

The second major category of economic impacts/economic benefits is the value of services provided by the public libraries. This chapter enumerates eight types of services, adopts methodologies for capturing benefits, and derives an aggregate monetary value for each. Note that there are a variety of services that some public libraries perform that are not included. For example, some libraries serve as a locale for services provided by outside organizations, for instance private tutors who conduct sessions at a library and business organizations who counsel clients in rooms within a library. Some libraries rent meeting room and auditorium space. These are missing from the calculations.

Reference Services

One of the traditional services provided by libraries is a reference service in which patrons can ask librarians specific questions, and obtain reliable answers in a relatively short period of time. Unlike some other library services, there is no market equivalent for public libraries' reference services.[7] Another problem in valuing reference services is determining the value of an accurate or inaccurate answer. How is it possible to calculate the economic effect of accurate answers for community residents or the costs to a community of having inaccurate answers? And how does one compare the value of accurate answers to different questions—are all questions of the same importance?

7 While there are many alternatives to library reference services that are free to use, these online mechanisms have a limited history and provide answers of undependable accuracy. See for example: www.google.com, www.yahoo.com, www.ipl.org, answers.yahoo.com, www.ask.com, www.wolframalpha.com, www.answers.com, and www.wikipedia.org. There have been bidding schemes operating at such sites as www.justanswer.com and www.mturk.com .

Without a reasonable market-based option, one method to value a library's reference service is by determining the amount of time librarians spend on patrons' questions and then factoring in compensation for librarians. This method has its own difficulties.[8] In this approach the first step is to characterize reference questions. One major study found that 70.9% of reference questions take between 1-5 minutes to answer, 19.1% take between 6-10 minutes to answer, 7.9% of reference questions take more than 11 minutes to answer, and 2.1% of reference questions take an unknown time to answer.[9]

As with valuing other services in this report, we adopt conservative assumptions whenever such steps are needed. For the large proportion of reference questions, those that take between 1 and 5 minutes to answer, we will use an average of three minutes. For reference questions requiring 6-10 minutes to answer, we will use an average of 8 minutes. For those questions taking ***more*** than 11 minutes to answer, we will use 11 minutes. And for the small percentage of reference questions requiring an unknown amount of time, we will use the weighted average of the prior three categories (11, 8, 3), rounded down to 7 minutes.[10]

In 2015, Texas public libraries reported that they answered 14,628,965 reference questions. [11]

If we use the percentages from the detailed 1998 study of Spencer and Dorsey, 70.9% would be questions that take between 1 and 5 minutes, or 10,371,936 reference questions. Multiplying that number of reference questions by three minutes and then dividing by sixty minutes per hour, equates to 518,597 hours.

Similar computations were made for the other categories of reference questions, which yielded the following:

> 19.1% were reference questions that require between 6 and 10 minutes, or 2,794,132 reference questions; multiplying by eight minutes and then dividing by sixty minutes per hour, gives 372,551 hours.

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8 The problem with an equation based on this premise is that a more experienced librarian capable of answering fifteen questions in an hour will be valued less than a less experienced librarian only capable of answering five questions in an hour. In all cases, simple "directional" questions and "how to" questions about fines, library cards and so forth, are specifically excluded from being counted as reference questions.

9 Spencer, John S. & Dorsey, Luene (1998) Assessing time spent on reference questions at an urban university library. The Journal of Academic Librarianship, 24(4), pp. 290-294.

10 Presumably these times include that time in which library patrons must communicate their inquiry and reference librarians must understand the inquiry/question before being able to research and answer the inquiry.

11 This is an adjusted number that reflects additional (632,479) reference questions from the Pecos and Dallas Public Libraries. Nearly all of those questions were for the Dallas Public Library. The basic procedure was to use the per capita ratio of reference questions to population served for Dallas in 2011 (0.4887) and then use that same ratio for the 2015 population served.

7.9% were reference questions that require 11 minutes or more, or 1,155,688 reference questions; multiplying that number of reference questions by eleven minutes and then dividing by sixty minutes per hour, gives 211,876 hours.

2.1% or 307,208 were of unknown duration and assumed to require an average of 7 minutes to answer; multiplying by seven minutes and then dividing by sixty minutes per hour, yields 35,841 hours.

These different categories of reference questions combine to 1,138,865 hours in 2015. A gross estimate from the 2015 survey is that a library employee on average has an hourly cost (salary and benefits) of $23.83, based on 2080 hours per year. Multiplying the 1,138,865 hours by the hourly rate of $23.83 yields a total value of $27.1 million ($27,141,069) for reference services.

By this method, the average value of a reference question statewide would be approximately $1.86 ($27,141,069 divided by 14,628,965 reference questions).

This value is extremely low compared to other libraries and online library calculators. The current ALA online value calculator estimates the value to be $7.00 per question, [12] while the state of Maine estimates the value at $15.00. [13] In the recent reports, the value from Salt Lake County was $7.24, Santa Clara County was $16.72, and Toronto was the equivalent of $14.11. Because of the extremely low figure derived by the hourly approach ($1.86), in this instance we believe there is ample justification for using a different value. However, rather than choosing one of the three alternative values, the hourly value will be increased by 50% to $2.79. Using that value per reference question yields a total value of $40,814,812.

Every other possible per unit value would have generated totals in excess of $105 million, and nearly $245 million if the Santa Clara County value had been used. Even those numbers may be low estimates as the per unit values from Salt Lake County, Santa Clara County, and Toronto were from several years ago.

12 See http://www.ala.org/advocacy/advleg/advocacyuniversity/toolkit/makingthecase/library_calculator

13 http://www.maine.gov/msl/services/calculator.htm

Programs

Programs provided at Texas public libraries are conservatively valued at slightly below $49 million ($48,795,845). Of the 548 public libraries responding to the FY2015 TSLAC annual report, only 11 did not conduct training programs or workshops to their patrons. In 2014-15, public libraries provided 251,258 workshops, training, or other educational programs to more than 6 million library patrons. A majority of these programs, 54%, were provided for children. The programs for children were also more widely attended--71% percent of those who attended any program were children and parents at children's programs.

Programs for young children are focused on instilling a love of books, promoting reading, and frequently involve story-telling or craft projects. Programs for young adults and adults are more varied. While there are book discussion clubs and hobby-oriented programs, many adult programs are devoted to improving an individual's literacy, computer literacy, job skills, or job prospects. And many are oriented to businesses. In the 2012 Bureau of Business Research survey of public libraries, more than 40% of the library directors who responded to a specific question said their libraries provided programs and workshops specifically focused on business-related skills such as:

- preparing/updating a resume and searching for a job;
- developing marketing literature;
- researching issues related to their business; and
- business counseling.

Ideally, we would be able to derive an estimate by reviewing similar types of programs offered by other organizations. Unfortunately, similar types of programs are relatively uncommon. Perhaps the most similar are provided by YMCA and YWCA-type organizations. However, these services are generally provided to members who pay both membership fees and program fees for multiple events, making it difficult to estimate the value of a single-session workshop. Another potential comparison involves museums, as museums often have traveling exhibits and events with a supplemental fee for the exhibit. These fees can be quite expensive but such exhibits rarely are oriented to children per se. The best available estimates for the values of

Texas public library programs, however, are probably those provided by libraries elsewhere. After reviewing such estimates and the online library calculators, a conservative estimate for each type of library program is shown in the third column of Table 3.1. below.

TABLE 3.1. STATEWIDE VALUE OF LIBRARY PROGRAMS IN FY2015

	Number of Patrons	Fee/Value Per Patron	Total Value
Children's Programs	4,315,355	$6.50	$28,049,807
Young Adult Programs	427,754	$9.50*	$ 4,063,663
Adult Programs	1,334,590	$12.50	$16,682,375
Total	**6,077,699**		**$48,795,845**

** This value was determined by being halfway between that of an adult fee and a child fee.*

The most recent library studies and calculators have estimated program values ranging from $7 to $42 per patron, per event.[14] Using this methodology the average fee per patron would be $8.03, which is similar to the lower amounts in that range of $7 to $42 in other library reports.

A final note on the value of programs—More than 1,881,000 individuals were trained in the use of electronic resources in 2015. No value has been calculated for this training for two reasons. First, there is likely to be some overlap between this number and the attendance at programs. To include a separate value would effectively be valuing the training twice. Second, it is unknown to what extent there is overlap. Simple correlation values of the training numbers with program attendance by young adults, adults, and total are low, suggesting the overlap may not be substantial. Yet, it is unclear how much overlap there is, and in such an instance, we provide no estimate of a value in keeping with the overall conservative approach used throughout this analysis.

14 The Salt Lake County library study of July 2013 estimated values of $9 for adults and $7 for young adults and children. Santa Clara County (California) estimated adult and young adult programs at $16 and children's programs at $14. In Toronto's late 2013 report, adult and senior program values were estimated at the US equivalent of $14.11, while the program values for children and teens at the US equivalent of $42.34.

Volunteers

Volunteers in libraries provided their communities with $20 million worth of services ($20,159,826) in FY2015. The vast majority of public libraries in Texas supplement their full- and part-time staffs with volunteers to provide services. In FY2015, more than 1.1 million hours (1,128,138 hours) were donated to Texas' public libraries, providing the volunteers with professional experience and the community with additional services.[15]

Information from the 2015 statewide survey illustrates the importance of volunteer staff for Texas' libraries. All but a handful (15) of libraries utilize volunteers: 20 libraries had the equivalent of 5 or more full-time employees, three libraries had the equivalent of more than 20 full-time employees, and a fourth library had more than 68,000 volunteer hours, the equivalent of 32 full-time employees donated in a year. Ten public libraries are run exclusively by volunteers.

The Financial Accounting Standards Board (FASB) specifies that the value of volunteer services be included in financial statements, grant proposals and annual reports based on the fair market value of those services.[16] To comply with that standard, Independent Sector, a nonprofit support organization, creates an annual report on the average value of volunteer hours by state.[17] In 2015, Independent Sector identified the average value of volunteers for the State of Texas to be $25.11 per hour.[18] (Please see Table 3.2.)

A gross estimate from the 2015 TSLAC survey is that a public library employee on average has an hourly cost (salary and benefits) of $23.83, based on 2080 hours per year. This is a composite of all employees: those who have master's degrees or otherwise hold the title of "Librarian;" administrators, coordinators, conservators, instructors, information technology specialists, clerical staff, and shelving assistants.

Based on the TSLAC Annual Report information, approximately 32% of employees at Texas' public libraries have master's degrees from ALA accredited programs or otherwise hold the title of "Librarian." Other employees include administrators, coordinators, conservators, instructors, information technology specialists, clerical staff, shelving assistants, and many other specialists in larger libraries.[19]

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15 This total was based on the TSLAC survey results and supplemented with 1476 hours, which was the number from 2011 for 15 libraries in 2015 that had missing data for volunteers. This adjustment comprised about 0.13 percent, or slightly more than one-tenth of one percent.

16 FASB Standard No. 116 & 117

17 http://www.independentsector.org/volunteer_time

18 In the past, a unit of Points of Light, HandsOn Network, provided estimates for volunteers specified by job title rather than by state. In 2011 there were three job titles for volunteers in libraries, with hourly compensation ranging from $12.43 per hour to $28.86 per hour. Such information no longer appears to be available.

19 http://www.ala.org/educationcareers/careers/paths/listsupportstaff

TABLE 3.2. POTENTIAL VALUES OF VOLUNTEER HOURS IN FY2015

Independent Sector (2015)	
National average for volunteers	$23.56
Texas average for volunteers	$25.11
Average Salaries/Benefits for FY2015 TSLAC Survey—Average Hourly Rate	**$23.83**

Note: All amounts are salaries and fringe benefits.

Because detailed information about the types of services provided and donated by volunteers in Texas' public libraries are unavailable, one must make assumptions. Volunteers provide a range of services from unskilled labor to specialized assistance, and volunteers have all types of skills and experiences. However, we do not know what proportions of volunteers possess and contribute different skills. If one makes the assumption that volunteers mirror the paid employees, then an hourly rate of $23.83 for volunteers is appropriate. It seems doubtful, however, that the volunteers' duties and responsibilities match those of full-time employees; therefore, a discount of 25% is being applied to the average hourly rate of $23.83, yielding a volunteer hourly rate of $17.87. That is certainly higher than what many library volunteers could command but also lower than what volunteers would receive for operating an entire library and substantially lower than the Texas average hourly compensation for volunteers.

With 1.12 million hours of volunteer services provided to public libraries, with each hour valued at slightly less than $18, volunteers contributed services to their communities valued at approximately $20.16 million.

In-Library Use of Materials

Library patrons not only use computers, electronic databases, wi-fi, and check out books and electronic media in different formats, they read periodicals and other materials inside a library. Identifying the extent of this activity and placing a value on it statewide is challenging. Yet an attempt must be made as value is being provided to users.

Data have been collected regularly about in-library use of materials on the annual, nationwide Public Library Data Surveys (PLDS), even though fewer libraries report data for that metric than for any other library metric. For instance, in the 2013 PLDS (2012 results) there were 473 reporting libraries for in-library use of materials, whereas 1,579 libraries reported data for programs, 1590 libraries reported interlibrary loans, 1,647 libraries reported annual circulation, and 1,262 libraries reported print circulation.

The normal procedure for compiling in-library usage data is "observational counts." Instructions to public libraries by the Ontario Ministry responsible for libraries are as follows:

> *In your typical week survey,…Report the number of materials used inside the library and not checked out. Count any items removed from their usual location by staff or library users. Include reference materials, circulating materials, magazines, newspapers and all other materials used in the library.*
>
> - *Count a vertical file, pamphlet file, multi-media kit or language learning kit as a single item - do not count each as a separate element;*
> - *Do not count audio-visual items unless they were used at viewing/listening stations available in the branch;*
> - *Do not include items returned from an outside circulation*[20]

A number of academic articles have identified limitations of the observational counts.[21] Yet if the alternative is to omit any value for an activity that is known to occur regularly, then it seems preferable to provide at least some estimate of value.

Because the annual TSLAC surveys do not request data on in-library usage, a circuitous method was devised to provide a gross estimate. The first approach reviewed the annual PLDS survey reports and compared the mean and medians for

20 Ontario Ministry of Culture, Tourism, and Sport, based on personal correspondence with Kimberly Silk, September 2016.

21 See Richard E. Rubin, "Measuring the In-house Use of Materials in Public Libraries," ***Public Libraries*** 25 (1986) and Rebecca D. Richardson, "The State of In-Library Materials Use at the Cresson Public Library: A Case Study," Current Studies in in Librarianship; Fall2011, Vol. 31 Issue 1.

In-Library Usage and Print Circulation. For 2013 the numbers were:

	Mean	**Median**
In Library	271,500	25,891
Print Circulation	706,751	157,581
Percentage	38.4%	16.4%

For 2011, only the means were calculated in the PLDS data:

	Mean
In Library	309,926
Print Circulation	822,005
Percentage	37.7%

The Toronto Library Report also provided In Library data and Print Circulation data:

In Library	7,141,558
Print Circulation	19,714,304
Percentage	36.2%

The three percentages (mean for the 2013 PLDS, mean for the 2011 PLDS, and mean for Toronto) are quite similar: 38.4%, 37.7%, and 36.2%. Because of the conservative approach, the lowest of the three will be selected: 36.2%. From the latest TSLAC annual survey, print circulation for public libraries was 103,553,860. In-library usage therefore would be a maximum of 37,279,390 (103,553,860 X .362).

Researchers performing the analysis of the Toronto Library utilized a range of unit values: a value without any discount (a high value in their view); a value that was discounted 80% from the high value, and a midpoint value. For In-Library Use, the high value was the same as that for adult circulation (the equivalent of $19.75) and the discounted value was the equivalent of $3.95.

Again, in this report the most conservative choice will be made. Consequently, the 2015 print book circulation value for Texas will first be discounted by 80%. Based on the 2015 print book circulation value of $8.78, the after discount value would be: $1.76 ($8.78 X .20). Then because of potential data issues with determining in-library usage, this value will be further discounted by half. Multiplying the discounted value of $0.88 with the in-library use figure of 37,279,390 generates an estimated value for this activity of $32,805,863.

Computer Terminals and Internet Access

Computer terminals with internet access are a significant economic resource provided by Texas public libraries. Library directors in a statewide survey said patrons used the internet for a wide variety of purposes that ranged from education to employment to basic needs. [22] Some of the online activities specifically mentioned were to:

- perform homework and research for classes from grade school to college;
- take continuing education courses, online training, and webinars;
- train and test for job certifications and licenses;
- search, and apply, for jobs;
- apply for unemployment benefits and social assistance;
- apply for disaster aid as well as find family and friends during and after natural disasters;
- work short-term, paid, online jobs, such as on Mechanical Turk™;
- develop and operate online businesses by placing and receiving orders;
- research price comparisons;
- market new products;
- use online banking; and
- file taxes.

Multiple libraries stressed the value to their patrons of being able to secure, maintain, and update their certifications and licenses by using library internet access. Without internet access, directors said these patrons would lose their jobs. Other library directors reported that without internet access, some patrons would lose their businesses--numerous library directors mentioned that patrons were running small businesses entirely via internet at their library. These businesses ranged from an independent real estate inspector, to a trader in used car parts, to various direct selling members, and other types of businesses.

Directors pointed out that even those patrons who have home internet access often use the library internet access because of its greater bandwidth and faster service. And as one library director commented, not all patrons have the option of having personalized internet access at their residence. Ranchers and others in rural areas in particular have difficulty obtaining reliable and reasonably priced internet at their residences. The same can be said for many disadvantaged individuals in urban areas—while broadband is theoretically available to them in their neighborhood, in practical terms they often lack the resources for an up-to-date computer or broadband access in their residence.

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22 More than 62% of the library directors who responded to the 2012 survey by the Bureau of Business Research said that internet access was "extremely beneficial," while a further 20% said it was "quite beneficial" for their patrons. Furthermore, 56% of library directors statewide reported that internet access was the single most important resource provided by their libraries.

Economic Benefits

Long-term economic benefits to library patrons and the community at large from internet access are difficult to estimate precisely. One approach would be to solicit information from patrons about the value of internet access to them. Because that would entail a large user survey, this report used a different method: examining the cost of obtaining internet access from an alternate source. [23]

While public libraries provide internet access free of charge to their patrons, there are a few companies from which the resource can be purchased.[24] The standard rate set by these for-profit companies is $18-$21 per hour, using a rented computer. (Commercial options do not exist in many smaller communities, or even in some areas of larger metropolitan areas.) Nonetheless, for the purpose of deriving an estimate of the monetary value of internet access via a public library, the commercial rate is the best option.

An elaborate procedure was used in the 2012 report and will not be repeated here. (Please refer to that report for a complete description of the procedure.) Basically, from that procedure we calculated that the average session length was 1.16 hours. Because some libraries did not report a maximum length, we believe the figure of 1.16 hours is very conservative.

Second, we applied the hourly rate of $15 per hour and then computed the average internet session at $17.40 (1.16 hours multiplied by the same hourly rate that was used four years ago, $15.00. [25]

Third, we calculated the statewide estimate, utilizing the total number of internet access sessions, information that was obtained from the 2015 Public Library Annual Report. In calendar year 2014, there were 16,876,575 sessions on internet-accessible computer terminals in public libraries in Texas.[26] At an average value of $17.40 per session, public library computer terminals saved users an estimated $293,652,405 in 2015.

This figure is conservative. As noted earlier, some libraries do not report a maximum length so the average session length in reality is likely to be greater than 1.16

23 Salt Lake County's report asked about willingness to pay for computer access, and the value was estimated at approximately $80 annually per user. Slightly over one-fourth of patrons in Salt Lake County reported that they used computer terminals at one of the public libraries.

24 The largest business to provide this resource is FedEx Office, which only provides it in a small portion of their store fronts. Many other studies have used this commercial comparison.

25 There is mixed information about the values of computer terminals in other studies. The current ALA calculator is $12/hour. The Toronto and Santa Clara County reports use values less than $10/hour. Salt Lake County uses $18/hour. Because the majority of values are less than the commercial rate of $21/hour, using the prior hourly rate in the 2012 report seems appropriate. A lower rate does not seem reasonable given distance and access issues in Texas compared to library systems in more urban areas.

26 This number was derived after including an estimate in 2014 for the Dallas Public Library, based on their reported usage in prior TSLAC reports and a review of computer usage in seven other large Texas public library systems.

hours. This report also cannot reasonably estimate the values of internet access at public libraries in areas of Texas (largely in the Panhandle, West Texas, and parts of South Texas) without commercial alternatives within a ninety-mile radius. In these situations, users would have a significant commute when they wanted to access the internet, and the value to patrons of having internet access locally would be much higher than $15/hour. Thus the value of internet access statewide is almost certainly underestimated, rather than overestimated.

Wireless Internet Access

Wireless internet is offered by nearly all public libraries in Texas and is a service widely used and considered extremely important by librarians. While somewhat dated, in the 2012 statewide survey of public library directors conducted by the Bureau of Business Research, wireless internet access was listed as the single most important resource provided to their patrons by 13% of the directors.[27]

Library patrons use wireless internet connections for the same purposes as they use the computer terminals within a public library, but wireless provides several advantages. First, it allows patrons to use their own portable computers and digital devices. This enables users to save documents on their own computers as well as keep materials without having to print a hardcopy version. Second, users generally have unrestricted access via wireless, as there is no competition with other users for a computer terminal or limits on the time they have access. Third, users can access a library's wireless service after normal library hours, if they are willing to work within a small distance beyond the walls of their library building. Many examples were cited by library directors of users parking near the library after hours to access wireless (wi-fi) signals.

Although nearly all public libraries offer wi-fi, not all libraries methodically track the number of digital devices accessing their wireless networks. In the 2015 TSLAC annual survey the number of wi-fi sessions was documented at 15,853,077. However, this was the number from only about 73% of public libraries. In other words, more than 140 public libraries did not report data on wi-fi sessions. To provide a more accurate estimate, two different methods were employed. First, a simple proportional approach assumed that if 15.8 million sessions occurred from 73% of the libraries, then if the additional 27% of public libraries had reported, a total of 21.6 million sessions would have occurred. A second approach assumed that the number of wi-fi sessions would be directly proportional to the number of available computers in libraries.[28] In this approach we eliminated those libraries that did not collect wi-fi data and then examined what percentage of the total number of available computers existed, compared to the total number before excluding any of the libraries. That percentage was 76.1%. Because the two methods provided reasonably close percentages (73% and 76.1%) and because the correlation was relatively strong, it is reasonable to assume that actual wi-fi usage is considerably higher than the number provided by librarians in the TSLAC survey. The more conservative percentage of 76.1% would indicate that the actual number of wi-fi sessions in 2015 was 20,831,901 (15,853,077 / 0.761).

27 An additional 52% of library directors said that internet access in general was the most important resource they provided.

28 A correlation of .75 exists between number of computer terminals and number of wi-fi sessions, a relatively strong relationship. This provides justification for the assumption and also indicates that libraries which do not collect wi-fi data are quite similar to those that do.

Economic Benefits of Wireless Internet Access

As with the earlier section which examined the value of computer terminals and internet access within libraries, we could estimate the monetary value of wireless access by looking at alternative providers. Costs of wireless internet, however, vary from provider to provider and generally involve long-term contracts or are subject to indirect costs, or both. Because of the variety and complexity for alternative providers, in this instance, a more direct approach is appropriate. The Santa Clara County unit value for wi-fi in 2012 was $6 and in Toronto it was the equivalent of $4.70. In the 2012 report we used a unit value of $5, and that seems reasonable for 2015 as well. The unit value is for each use, regardless of the length of that use.

Therefore, the aggregate value of wireless internet access provided by Texas public libraries in 2015 is more than $104 million annually ($104,159,505). This estimate is a straightforward multiplication of $5.00 per use applied to 20,831,901 uses.

Electronic Databases

Increasingly, electronic databases are being used by patrons of Texas public libraries. In FY2015, more than 500 public libraries offered a minimum of TexShare's 62 databases, a co-operative program of TSLAC and local public libraries. Under the TexShare program, patrons have access to databases in the following categories:

Books and Literature—12
Science and Technology—12
Homework—11
General Information—9
Business—7
Genealogy and History—6
Health and Medicine—6
Spanish Language—3
Career Development, Language Learning, Newspapers—1 each

A more detailed description of the databases available for the time period is available at: https://www.tsl.texas.gov/texshare/databasecontractlistfy2015.html

The scope and size of the databases is more apparent in the number of full-text titles available through the TexShare resources:

Newspapers and Newswires	11,080,696
Full text Journals	5,087,966
Primary Source Documents	310,082
EBSCO eBooks	28,281
Reference Books	5,718
Genealogy Documents	2.7 billion

Accessing this wealth of information has become increasingly common. In the FY2015 period, patrons at public libraries performed more than 75 million searches, up dramatically from 9.7 million searches four years earlier.[29] As another perspective, there are more than 200,000 TexShare searches conducted every day by public library patrons, based on vendor data provided to TSLAC.

Because of this large number, it is reasonable to ask if there may be overlap between the number of database searches and other public library services: reference questions, computer usage, and wi-fi sessions. Undoubtedly there is some overlap; the issue is whether it is significant or minimal.

On reference questions, there appears not to be overlap to a great extent. According to a researcher at the TSLAC, *"…Reference transactions are generally face-to-face interactions between library staff and patrons, and the libraries track those numbers and then report them to us."* In many cases, electronic databases are used by patrons

29 There were approximately 10% fewer sessions, roughly 68 million, in contrast to the number of searches, 75 million. The number of searches will be the unit of analysis in this description.

in lieu of asking reference librarians specific queries, as well as for conducting searches and research that patrons know cannot be performed by librarians.

Yet, there is certainly some overlap with computer usage and wi-fi usage by patrons. At present there is no good method for determining the extent of this overlap. And for this reason, again, we will adopt a conservative approach and conservative assumptions to valuing this service.

In the other recent reports about library impacts, a fairly consistent value has been used for database searches:

ALA Calculator:	$19.95
Toronto (US equivalent):	$23.52
Salt Lake County:	$20.00
Santa Clara County (CA):	$37.40[30]

There are multiple reasons, however, for adopting a lower value than those used in other studies. First, there is some overlap of this service with computer usage and wi-fi. How much is unknown, and there is no current way of identifying the extent. Second, TSLAC acknowledges that there is some uncertainty about the data, given the available tracking technologies of the vendors. Also there are some known cases of particular library systems showing dramatically large increases in monthly search numbers. Finally, per capita search metrics for Texas appear much higher than other jurisdictions. While the content of the database packages may be quite different, this is another possible reason to err on the conservative side.

For these reasons, a very conservative value per search of $2 was selected. Based on this per search unit value, the total value of database searches in public libraries was $150,167,176 in FY2015.[31]

30 Different classes of database searches were valued differently, ranging from $5 each for foreign language and indexes/directories, to $25 each for most categories, and at $200 each for company/business information. Dividing the total value of all searches by the total number of searches yielded $37.40 for the mean.

31 According to TSLAC, if each public library would have purchased the same package of 62 databases, the total cost would have been at least 10 times more than that in the absence of the group discount.

Circulation of Materials

To derive the value of circulation materials provided by Texas public libraries requires several different data sources, information about circulation materials (books, DVDs, e-books etc.) and a few reasonable assumptions. First, books will be considered, then other materials, and finally total values will be computed for circulation transactions by public library patrons.

For books, in the prior study, a complicated, multi-step process was performed. The first step was to determine the proportion of new book purchases, by category. Then one category, Higher-Education, Professional, and Scholarly, of books was deleted as that category is rarely purchased by public libraries. The re-computed proportions for several categories were then compared against actual circulation proportions for public libraries in Texas. The comparisons showed some differences, but within reasonable approximations. Then we determined the average cost of a new hardcover book in each category. We then multiplied that average cost by the proportion of new book purchases by proportion of new book purchases by category to determine the average new book cost. Then that price was severely discounted (80%) for a variety of reasons, to arrive at a per book circulation value of $8.63.

In retrospect, that complicated process seems unnecessary, and for FY2015, a less complicated approach will be used. As can be seen in Table 3.3 below, a variety of values have been identified in recent analyses. (Blanks indicate no value was assigned to that category.)

TABLE 3.3. POTENTIAL VALUES OF BOOKS, BASED ON OTHER SOURCES

	ALA Calculator	State of Maine	State of Minnesota	Santa Clara County*	Salt Lake County	City of Toronto**
	2015	**2014**	**2010**	**FY 2012**	**2013**	**2013**
Adult Books	17	18	7.48	9.5	8.61	7.04
Young Adult Books	12		6.48			6.10
Children's Books	17	10	6.48	8.75	4.81	6.10

**Average of Low/High*
***Discounted 50%*

Because of the variation, one approach is to exclude the highest and lowest values for adult books and children's books, and then take the mean or average. That would provide the resulting values in Table 3.4.

TABLE 3.4. DERIVED VALUES OF BOOKS, BASED ON OTHER SOURCES

	ALA Calculator	State of ME	State of MN	Santa Clara Co.*	Salt Lake County	City of Toronto**	Average
	2015	**2014**	**2010**	**FY 2012**	**2013**	**2013**	
Adult Books	17		7.48	9.5	8.61		$10.65
Young Adult Books	12		6.48			6.10	$8.19
Children's Books		10	6.48	8.75		6.10	$7.83

**Average of Low/High*

***Discounted 50%*

Because the 2015 TSLAC survey does not differentiate between young adult books and adult books, a blended rate of $9.42 will be used.

There were a total of slightly more than 103 million book items in physical format circulated in FY2015. Of that number, approximately 40% were items marked as children's and 60% as adult or young adult. Therefore, the value of book circulation transactions:

Children	41,486,566 X $7.83 = $324,839,812
Adult/Young Adult	62,067,294 X $9.42 = $584,673,909
Total Book Circulation Value:	$909,513,721

Non-book, that is digital fomat, circulation values follow a somewhat different approach. Non-book items can be divided into two main categories:

Video and audio items: 51.6%,
E-books: 48.4%.[32]

DVDs are available as a single purchase item from one company (RedBox) at many locations in Texas and could be rented for $1.50 per day in FY2015. Alternative sources for multiple rentals are NetFlix, Amazon, and several smaller services. A per unit value of $1.50 will be used for both DVDs and CDs.

32 Because circulation data does not distinguish between audio and video items, these percentages were based on the classification of items in the collections. In terms of actual circulation, it is reasonable to assume that e-books comprise a higher proportion than video and audio formats.

E-books are a different matter. Other library valuation research present values that vary considerably both in absolute terms and in relation to the value of a book in physical format. And there are choices available online from free e-books up to and including e-books of new releases at $14.99. While many cost below $10, there is also data that a higher per-unit value should be used for e-books: the average per volume price for more than 232,000 e-books in 2013 was $27.83.[33] Without choosing a large sample of genres, authors, etc. and deriving a blended per unit value, any choice of value will be somewhat subjective. For this report, we see no reason to value e-books differently than a hardcopy format.

Based on circulation data from the 2015 public library survey, the statewide calculations for digital formats are:

Video and audio items: 5,424,113 X $1.50 = $8,136,170
E-books: 5,091,087 X $8.78 = $44,699,744

And the value for all circulation transactions are:

Total Value of Book Circulation Transactions: $909,513,721
Total Value of Digital Circulation Transactions: $52,835,914
Total Value of Circulation Transactions in FY2015: $962,349,635

33 See Catherine Barr and Constance Harbison, "Book Title Output and Average Prices: 2009-2013," in Library and Book Trade Almanac (formerly The Bowker Annual), 2014, 59th Edition, Information Today, Inc.: Medford, NJ., page 473.

Chapter IV. Summary of Quantifiable Economic Impacts

Public libraries in the State of Texas generate significant economic impacts. In FY2015, more than 11,000 jobs in Texas were dependent on public library expenditures. When analyzed as business and organizational entities, public libraries produced $976 million in local economic activity. In addition, the total value of eight public library services was conservatively estimated at $1.652 billion.

TABLE 4.1. STATEWIDE VALUES OF PUBLIC LIBRARY SERVICES, FY2015

Service	Value
Reference Services	$40,814,812
Programs	$48,795,845
Volunteers	$20,159,826
In-Library Use	$32,805,863
Computer Terminals	$293,652,405
Wireless Internet Access	$104,159,505
Electronic Databases	$150,167,176
Circulation (All Formats)	$962,349,635
Total All Services	**$1,652,905,067**

Total economic benefits from Texas' public libraries in FY2015, therefore, were approximately $2.629 billion.

Spending by public libraries in FY2015 totaled $566.0 million: $504.0 million in operating expenditures and $62.0 million in capital expenditures.[34]

Overall, with economic benefits of $2.629 billion and expenditures of $566 million, there was an ROI of 4.64—for every dollar, there was $4.64 in statewide economic activity.

Table 4.2 shows the financial benefit ratio (return on investment) for recent prior studies of library impacts. Comparisons of these ratios across different jurisdictions must be conducted with caution and, in some instances, may be inappropriate due to different types of services and other localized conditions. Nonetheless, the Texas ratio appears in line with the ratios evident elsewhere.

34 The operating expenditure total includes $2.65 million from TSLAC for its share of the TexShare electronic databases.

TABLE 4.2. RETURN ON INVESTMENT IN RECENT REPORTS

Jurisdiction	Year	Return on the Dollar
STATES		
Minnesota	FY2010	$4.62
COUNTIES		
Salt Lake County, UT	2012	$5.47-$6.07
Santa Clara County, CA	2012	$2.50-$5.17
Toledo Lucas County, OH	2015	$3.87
CITIES		
Toronto	2012	$4.63
Texas	**FY2015**	**$4.64**

Table 4.3 on the next page shows the respective ROI figures as reported in the earlier 2012 report. Again, Texas appears in line with many other jurisdictions.

TABLE 4.3. RETURN ON INVESTMENT IN SELECTED EARLY REPORTS

Jurisdiction	Return on the Dollar
STATES	
Colorado	$4.99
Florida	$8.32
Indiana	$4.76
South Carolina	$4.48
Texas – Statewide 2011	$4.42
Wisconsin	$4.06
CITIES	
Charlotte	$4.61
Southwestern Ohio	$3.81

Note: Summary statistics were unavailable for Philadelphia and Seattle.

Compared to the earlier analysis performed in late 2012 for FY2011, the ROI increased by 5%, with most of that due to inclusion of new service values. The ROI

would have increased by a greater percentage but total economic impact is quite dependent on the mixture of spending. Compared to FY2011, overall spending increased in FY2015, although there were fewer capital expenditures and more operating expenditures.[35]

The impact of Texas public libraries is still underestimated. Public libraries serve their communities by making information and learning readily accessible to any individuals who choose to enter a library's doors or, in recent years, use a library's online portal. The individuals who use the libraries directly benefit by gaining knowledge and ideas. Even those who choose not to use their local public library benefit by being part of a more educated community. Substantial research has concluded that economic growth and leadership is highly correlated with highly educated communities. Public libraries offer every person an opportunity to improve his or her education and every business an opportunity to improve their productivity. Public libraries are an overlooked factor in economic leadership among states.

35 Capital expenditures, for instance, construction outlays, have high multipliers and greater "ripples" in terms of economic impacts.

Appendices

Appendix A: Summaries of Recent Impact Studies

Appendix B: Bibliography and References

Appendix C: Performing Organization and Project Staff

Appendix A: Summaries of Recent Impact Studies

States

Minnesota

Counties

Santa Clara County, California

Salt Lake County, Utah

Toledo Lucas County, Ohio

Cities

Toronto, Ontario

State of Minnesota

Title

***Minnesota Public Libraries' Return On Investment*, University of Minnesota Duluth, Labovitz School of Business and Economics, December 2011**

Goals

This research was designed to answer several questions: (a) what are the levels of support among the state's residents for public library services; (b) how do state residents want public library services to be financed if changes were required to maintain or expand services; (3) what economic impacts are due to public libraries in the state; and (4) what is the cost-benefit ratio/ROI of public libraries.

Methodologies

Two surveys were conducted: a statewide, general population survey of 804 households and a more detailed survey of 557 public library users throughout the state. The user survey was the main method used in determining the value of public library services. Rather than estimating benefits for specific library services, researchers relied on contingent valuation, asking patrons directly how much they would pay or exchange for all library services, that is a bundle of library services rather than individual library services. Contingent valuation is essentially a "willingness-to-pay" approach or the "willingness-to-accept" approach, which generates estimates for how much a patron say they would pay to obtain a service, or how much they would accept to give up the service.

Another component of the research was determining the economic benefits of public libraries with the economic model IMPLAN. Indirect/induced employment, indirect/induced labor income, and indirect/induced economic impacts were computed based on public library employment, labor income, and spending/expenditures as well as the economic profile of the State of Minnesota.

Results

Based on the user survey, researchers estimated that the average household would be willing and able to donate between $31.7 and $38.3 dollars annually, resulting in a total donation of $65.4 to $79.0 million annually, based on the number of Minnesota households. The researchers stated the estimated amounts should be considered "snapshots," as demand conditions could change frequently.

The combined totals for capital expenditures and operational expenditures in 2010 dollars were computed to be:

Employment	4,202
Payroll	$296,329,531
Output	$431,793,024

ROI Ratio(s)

Based on the willingness to pay estimates, the economic model amounts, and Minnesota's population, the economic contribution per capita totalled $169.32. With local and county tax support per capita at $36.67, the annual return per dollar of public tax support equalled $4.62. That is the generally used ratio throughout the report, although in several sections, a lower ratio of $2.50 was cited.

Other Findings:

The general population survey indicated that Minnesotans felt that public libraries are a very important part of a community, and that public library funding should remain the same or be increased. If additional resources were needed for public libraries to continue, there were divergent views about user fees, taxes and/or reducing services. The most frequently favored option was to raise taxes, not user fees and/or reduce services. However, the next most favored option was to increase user fees and/or reduce services and not alter taxes. Findings varied by the pattern of respondent and household use of public libraries, and background items such as household income, respondent gender, age, and geographic location.

Other pertinent details from the general population survey:

There was a higher level of household usage of public libraries among those in the Twin Cities area (83%) than elsewhere in Minnesota (72%).

There was no statistically significant difference in reported household usage of public libraries by men or women, although gender differences showed up in other patterns of usage.

There was no statistically significant difference between men and women on the question of whether public library support should be increased, remain the same, or be reduced.

In all income categories, to increase support, the highest percentage of respondents favored using taxes and oppose user fees or reduced service.

Those individuals with more education were more likely to report household use of a public library in the past year: 62% among those with some college or less education, 83% among those who have graduated from a technical or other college, and 92% among those with post-graduate work. There was no statistically significant difference between these education groups in their feeling of the importance of having a public library in every community as all groups felt this was important.

There was no statistically significant difference among age groups in the importance they expressed for there being a public library in every community, or on the question about whether public library support should be increased, remain

the same, or be reduced.

Researchers also identified the social return on investment (SROI) from Minnesota public libraries without attempting to measure the educational programs, literacy benefits, the expertise of the library staff, the library facility as a community gathering place, the "halo" spending by library users at establishments close to the library, and the value of a library's enhancement to neighborhood real estate and community partnerships.

Santa Clara County, California

Title

***Santa Clara County Library District, 2013 Return on Investment Report*, Berk Consulting, Seattle Washington.**

Goals

The Santa Clara County Library District (SCCLD), which has 8 libraries and a bookmobile, serves more than 400,000 residents in the unincorporated portions of Santa Clara County and the cities of:

- Campbell
- Cupertino
- Gilroy
- Los Altos
- Los Altos Hills
- Milpitas
- Monte Sereno
- Morgan Hill
- Saratoga

Besides quantifying the SCCLD's benefits to the extent possible, the report sought to describe SCCLD's unquantified benefits. An extensive portion of this report is devoted to the library district's activities in:

Enhancing early literacy and youth education;
Promoting lifelong learning and personal growth;
Building and bridging diverse communities;
Providing access to information and technology for all; and
Supporting personal recreation and quality of life.

Examples are provided of the district's impacts on health and wellness, adult education, job and employment services, literacy, and being anchors of community life for county residents. Santa Clara County has an extensive variety of economic, social, linguistic, and ethnic backgrounds, with over 100 languages and dialects are spoken by county residents according to the report. The

Library District has tailored its collections and programming to reflect the highest used languages and actively collects in 19 languages.

Methodologies

Five major categories of activities and services were examined in fiscal year 2011-2012:

- Circulation
- Programs
- Reference Services

- Space Usage
- Technology Usage (in-library terminals, wireless, and databases)

The quantitative methodology was standard: (a) identify the quantity of a service; (b) assign a value, usually both a high and a low value, based on the going rate to acquire a comparable good on the open market; and (c) for all circulation categories, apply a discount rate to the low value only. Unquantified benefits were identified primarily through interviews.

Results

Circulation values dominated the total benefits. The low and high calculations for each major category were as follows:

	Low Estimate	High Estimate
Circulation	$50,995,113	$105,631,651
Programs	$1,621,340	$4,161,784
Reference Services	$2,945,808	$8,849,375
Space Usage	$77,350	$324,050
Computers	$1,936,901	$4,439,814
Databases	$24,848,725	$47,706,559

ROI Ratio(s)

Total estimated benefits were computed at approximately $83 million for a low estimate and $171 million for the high estimate. Total expenditures were slightly over $33 million for cost-benefit ratios of $2.50 and $5.17.

City of Toronto, Ontario

Title

***So Much More: The Economic Impact of the Toronto Public Library on the City of Toronto*, University of Toronto, Martin Prosperity Institute, December 2013**

Goals

Determine the ROI and total economic impact of the Toronto Public Library based on calculations for tangible benefits and spending. According to the report, direct tangible benefits are those that have an identifiable beneficiary while indirect tangible benefits are those from the re-spending of dollars within the community.

At the time of the study, Toronto's population was nearly 2.8 million. The library had 98 branches located across the City of Toronto, and most Toronto residents lived within a two-kilometer radius of a branch.

Based on a 2012 survey cited in the report, the Toronto Public Library is heavily utilized:

Over 2 million residents are members;
72% of respondents used the library in the past year;
44% of the adult population uses the library once a month or more; and
Nearly half of the adults taking a child to a library branch do so two or three times each month.

Methodologies

The study analysed the five main categories of Toronto Public Library programs and services:

- Collection Use – books, eTitles, CDs, DVDs, magazines, newspapers, and a museum and arts pass providing discounts;
- Programs – for children, teens, adults, and seniors to support literacy, culture, workforce development, and lifelong learning;
- Reference & Database Services – to support study and business development;
- Technology – access to computer technology and the Internet to support career development, personal research, and lifelong learning; and
- Space – used for reading, personal study, meeting, and collaboration.

Values for each service were based on the local comparative market price for a similar service, according to researchers. And in the case of circulation materials and materials used in the library, the actual cost of the item was discounted by 80% to account for the differences between borrowing and owning a book or other media item. (That left a residual value of 20% per item.) Whenever possible and appropriate, local Toronto prices were used to determine the value.

Two approaches were used that were different than those in other jurisdictions. First, all spending data were from a single year (2012), except for capital expenditures. For renovations, the average annual spending from 2007–2012 was used. Second, to calculate the indirect benefit, researchers applied a multiplier range of 1.4 to 2.0 instead of performing calculations with a specific economic model. To justify this approach, researchers provided information about multipliers in other recent economic impact studies evaluating comparable services. They also state that the 1.4 to 2.0 multiplier range is consistent with national and provincial multipliers used by Statistics Canada.

This report also introduced new measures to estimate the value of library space and materials delivery.

Results

Three estimates were computed for the values of services: low, mid-point, and high. Those amounts were: CAD $352.5m, CAD $680.8m, and CAD $1,009.1m. [36]

Three amounts also were generated for total economic impacts: Low – CAD $ 612.1m, mid-point – CAD $1,000.6m, and high – CAD $1,389.1m

In general, the mid-point numbers were cited most frequently.

ROI Ratio(s)

Low, mid-point, and high ROIs were 244%, 463%, and 681%.

Other Findings

Values for individual services were:

	Low	Mid-Point	High
Collection Use	$183.7	$512.1	$840.4
Programs		26.4	
Reference & Database Services		78.8	
Technology Access		25.9	
Meeting & Study Space		37.7	

Total economic impact for each household within the City of Toronto: $955 CAD;

Total economic impact for each of Toronto's residents: $358 CAD.

Based on the $1 billion in direct tangible benefits (the High estimate) provided by the Toronto Public Library, each of the two million library members received as much as $502 in total direct benefits.

36 In millions of Canadian dollars (CAD$). The exchange rate as of 12/31/2013 was 1 USD=1.0628 Canadian or CAD$= 0.94095 USD.

Materials delivery was valued as a service at approximately $15 million. Library members may place a circulating item on hold and have that item delivered to a branch chosen by the resident for pick-up. The value per "hold" was deemed equivalent to the cost of single fare for the Toronto Transit Commission at that time.

The meeting and study space amount of $37.7 million was based on a series of assumptions and calculations. To calculate the economic benefit of meeting space, bookings of meeting rooms at branches were multiplied by the Library's commercial rental rate, which was deemed comparable to the Toronto District School Board space rates of $12.20 to $50 per hour. That value was relatively small at $1.4 million. The bulk of meeting space value ($36.2 million) was derived by multiplying the 9 million annual visitors by a conservative value for work space in the Toronto.

Salt Lake County, Utah

Title

***A Return on Investment Study of Salt Lake County Library Services*, Javaid Lal, University of Utah, July 2013**

Goals

Due to the financial contraction of 2008, all Salt Lake County departments were asked to justify their expenditures in conjunction with a countywide tax increase. This led library officials to support a study to quantify the monetary value of the library services and inform the public and other stakeholders about their return on investment (ROI). In addition to providing measurable results, the study obtained information from library users about their priorities.

At the time of the report, the Salt Lake County Library (SLCoLibrary) operated 18 community libraries and three reading rooms in 17 cities serving a population in excess of 825,000. During 2012, more than 4.5 million people visited SLCoLibrary branches and over 10.1 million connected virtually via the library website. More than 16 million items were checked out, which made SLCoLibrary the 12th largest circulating library in North America with 22.2 books per capita circulation. Salt Lake City and Murray City, with a combined population of more than 235,000, have their own libraries.

Methodologies

To calculate ROI for Salt Lake County Library Services (SLCoLibrary), a mixed-methods, multi-phase approach was employed, In the first phase of the study, an online survey was fielded to collect data from library patrons. The survey used the contingent valuation method by asking specific questions about patrons' library use and their willingness to pay for similar services in the absence of a library. Questions were asked about discrete services and not a bundle of services.

In the second phase of the study, 2012 library use statistics from SLCoLibrary were utilized in calculating monetary equivalents of the services provided by the library.

Actual usage and willingness to pay were determined for:

- Help from Library Staff
- Magazine borrowing
- Newspaper borrowing
- Book borrowing (hardcover, softcover, children's, E-book, audiobook)
- Computers
- Electronic resources
    - Electronic News & Magazines Subscription

Professional Journals Subscriptions
Business & Investment Resources Subscription
Consumer Reports Subscription
Genealogy And Family History Search

DVDs, CDs

Children's and adult's programs

In the third phase, indirect economic impact analysis was performed with the Rims II Regional Input-Output Modeling System. This analysis generated the economic ripple impacts on the local economy from library expenditures for employee wages, book, supplies, and construction activities.

The final phase aggregated the benefits from services and the direct and indirect economic impacts, and compared them to taxpayer costs. Unusually, capital/ construction expenditures were considered one-time benefits and separated from other benefits, although not excluded from the ROI.

Results

ROI Ratio(s)

Salt Lake County taxpayers' combined return on investment was calculated at between $5.47 and $6.07 for every $1.00 invested in library services. This was comprised of between $3.09 and $3.69 in direct benefits, $1.57 in indirect benefits, and $0.81 in one-time benefits for every $1.00 invested by the Salt Lake County taxpayers.

Overall, SLCoLibrary provided goods and services worth $121 million in measurable direct benefits to the County residents.

Other Findings:

An average SLCoLibrary cardholder saved $4,581 annually by not having to purchase similar material in the marketplace.

When asked how much they would be willing to pay, the average cardholder specified $487.96.

There were 608 responses to the user/patron survey. More than 100 questions were asked. The first section addressed inclusion criteria, in person and online visitation purposes, and visitation frequency. The second section contained approximately 60 questions pertaining to current usage and willingness to pay for alternative services as well as questions about satisfaction with library services. The third section collected demographic information for statistical purposes.

The majority of survey respondents were satisfied (24.36%) or very satisfied (71.88%) with library services—a combined satisfaction rate of 96.24%.

Toledo Lucas County, Ohio

Title

***Return on Investment Analysis of Toledo Lucas County Public Library*, Fleeter & Associates, Columbus, Ohio, April 2016**

Goals

The Toledo Lucas County Public Library has a collection of nearly 2.2 million print, video, audio, and digital materials, ranking it as the fifth largest in the State of Ohio. There are nearly 300,000 cardholders from the Lucas County population of approximately 442,000. There is a downtown main library and 18 branch libraries.

Methodologies

Library services were broken into the following categories:

A. Circulation of Physical Materials--books, periodicals, dvds, and cds

B. Circulation of Digital Materials--eBooks, downloadable audio books, digital magazines, & streamed movies

C. Computer & Technology Services--loaning of laptops and tablet devices, patron use of library computers, wireless provision, and computer training

D. Reference Services--non-circulating books and periodicals, provision of answers to reference questions, and electronic database usage

E. Other Library Services, Programming and Outreach--meeting room use, children's, young adult, and adult & family programs, bookmobiles, genealogy, job & employment and personal finance workshops,

Values for each service were based on comparative market prices for similar services. For instance, based on information about the cost of computer training in northwest Ohio, a value of $25 per hour per patron was assigned to the computer training offered by the library. The number of patron hours of training was then multiplied by $25.

For physical books, this study assigned an average discount of the purchase price of 50%. In other words, the assignment of the net value when a patron borrowed a book assumed that the net value of the use of the book equaled its acquisition cost less a resale value of 50%. The formula for computing the value of books borrowed equaled:

Number of Books Borrowed X (Acquisition Cost– 50% Discount) = Total Economic Benefit of Book Circulation

To calculate the indirect benefit, researchers applied a multiplier of 1.41 instead of performing calculations with a specific economic model. This specific multiplier was selected because it was the "Household Consumption" economic multiplier for Ohio,

as computed by the Bureau of Economic Analysis, U.S. Department of Commerce.

Unlike all other prior ROI library impact reports, this multiplier was applied quite differently: to multiply to the value of library services and not to multiply library expenditures.

Results

ROI Ratio(s):

When compared to the library's expenditures of $37.1 million in 2015, the total Return on Investment was determined to be 3.87.

Other Findings:

Values and proportions of values for categories of services were:

Library Service	Estimated Value	Share of Value
Physical Circulation	$40,949,070	40.30%
Electronic Circulation	$9,125,812	9.00%
Computer & Technology Services	$19,770,644	19.40%
Reference Services	$27,894,521	27.40%
Library Programs & Other Services	$3,937,933	3.90%

Appendix B: Bibliography and References

American Library Association. ***Library Value Calculator.*** http://www.ala.org/advocacy/advleg/advocacyuniversity/toolkit/makingthecase/library_calculator

American Library Association. ***List of Support Staff Positions in Libraries.*** http://www.ala.org/educationcareers/careers/paths/listsupportstaff.

American Library Association. Public Library Data Surveys.

http://www.ala.org/pla/publications/plds

Barr, Catherine Barr & Harbison, Constance, "Book Title Output and Average Prices: 2009-2013," in ***Library and Book Trade Almanac*** (formerly The Bowker Annual), 2014, 59th Edition, Information Today, Inc.: Medford, NJ., page 473.

Financial Accounting Standards Board of the Financial Accounting Foundation. 1993, June. ***Statement of Financial Accounting Standards No. 116 & 117.***

Independent Sector. ***The Value of Volunteer Time in 2015***. http://www.independentsector.org/volunteer_time

Personal correspondence with Kimberly Silk, September 28, 2016, about instructions from Ontario Ministry of Tourism, Culture and Sport for compiling In-Library Materials Use based on "observational counts."

Personal correspondence with Stacey Malek, September 20, 2016.

Points of Light. ***Volunteer Calculator***.

http://www.pointsoflight.org/tools/volunteercalculator

Richardson, Rebecca D., "The State of In-Library Materials Use at the Cresson Public Library: A Case Study," ***Current Studies in in Librarianship***; Fall2011, Vol. 31 Issue 1.

Rubin, Richard E., "Measuring the In-house Use of Materials in Public Libraries," ***Public Libraries*** 25 (1986).

Spencer, John S. & Dorsey, Luene (1998) Assessing Time Spent on Reference Questions at an Urban University Library. ***The Journal of Academic Librarianship***, 24(4), pp. 290-294.

State of Maine, Maine State Library. ***Library Value Use Calculator***

http://www.maine.gov/msl/services/calculator.htm

Texas State Library and Archives Commission. 2012. ***Texas Public Libraries: Economic Benefits and Return on Investment.*** University of Texas at Austin, Austin, TX.

https://ic2.utexas.edu/tpl/

Appendix C: Performing Organization and Project Staff

The Bureau of Business Research, IC² Institute, The University of Texas at Austin

The Bureau of Business Research (BBR) was established in 1926 to provide small business owners and policymakers with applied economic research and data to strengthen the state's business environment. Throughout its history, the Bureau and its work has been characterized by objectivity and independence. The IC² Institute was established in 1977 with the vision that science and technology are resources for economic development and enterprise growth. In addition to the BBR, the Institute oversees several programs that include the Austin Technology Incubator and the Global Commercialization Group. The Bureau's prolific publications history includes numerous economic assessments and program evaluations.

Project Staff

Dr. James Jarrett, Senior Research Scientist, Bureau of Business Research, IC² Institute, The University of Texas at Austin, served as the principal investigator. Brian Lewandowski, Associate Director, Business Research Division, Leeds School of Business, University of Colorado Boulder, performed the economic modelling. The research was conducted in calendar year 2016.

TEXAS STATE LIBRARY AND ARCHIVES
COMMISSION

Appendix 8.2
Mobile Library Service Alternatives

Appendix 8.2
Mobile Library Service Alternatives
Research Leads

prepared by Godfrey's Associates, Inc.
May 1, 2023

The Consultants performed a study of the pros and cons of various mobile library service alternatives: bookmobiles versus other, less costly alternatives, such as book/computer trailers (pulled by a truck), pop-up outreach libraries, kiosks, storefront libraries, or other options. A survey of online references we found include:

Round Rock Public Library Strategic Plan (by Godfrey's Associates, 2013 - see page 7)
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/section_6_rrpl_core_library_business_plan_final.pdf

ALA Resource Guide: Bookmobiles
https://libguides.ala.org/bookmobiles

PLA Bookmobiles & Book Bike resources
https://www.ala.org/pla/resources/tools/community-engagement-outreach/bookmobiles-book-bikes

Grocery store home to library book kiosk (San Francisco, 2/28/2023)
https://www.retailcustomerexperience.com/news/grocery-store-home-to-library-book-kiosk/

Hunger-Free Libraries: Food Pantries and Fridges (library service outlets tied to food pantries, April 2023)
https://www.webjunction.org/news/webjunction/hunger-free-libraries.html

From Bookmobiles to Outdoor Pop-Ups, Libraries Keep Their Communities Connected
https://ilovelibraries.org/article/bookmobiles-outdoor-pop-ups-libraries-keep-their-communities-connected/

Pop Up Libraries: Tips for Success
https://ontarianlibrarian.com/2015/08/18/pop-up-libraries-tips-for-success/#:~:text=A%20pop%2Dup%20library%20is,location%20other%20than%20the%20library.

Pop-Up Perfection: Staging a Pop-Up Library
https://publiclibrariesonline.org/2016/09/pop-up-perfection-staging-a-pop-up-library/

What the Heck Is a Digital Pop-up Library?
https://blog.techsoup.org/posts/what-the-heck-is-a-digital-pop-up-library

Innovative library services "in the wild": "Redbox"-style library kiosks and outreach services
https://www.pewresearch.org/internet/2013/01/29/innovative-library-services-in-the-wild/#redbox-style-library-kiosks-and-outreach-services

Embedded Librarianship: From Laundromats to Zumba Class
https://publiclibrariesonline.org/2019/04/embedded-librarianship-from-laundromats-to-zumba-class/

Libraries and Laundromats: Transforming Spaces for Learning
https://www.imls.gov/grant-spotlights/libraries-and-laundromats-transforming-spaces-learning?fbclid=IwAR08dOu_gwGRYgvV3kC8XWI5yGNYo9DlzVylRAMO1VWByLOuvHJktFcd6UE

Kiosks/ MK Solutions LibDispenser – LibBox at San Antonio PL
https://ask.mysapl.org/faq/222280

https://guides.mysapl.org/c.php?g=666908&p=4718559

https://www.mysapl.org/Visit/Locations/Potranco-Library#183011916-collections--community

"Libby" at Hamilton PL in Ontario
https://www.mksolutions.com/us/blog/2013/07/31/libby-debuts-at-valley-park/

https://www.mksolutions.com/wp-content/uploads/dlm_uploads/2021/01/PS-MKS-LD-EN.pdf

https://www.mksolutions.com/us/libdispenser/

Other Possible Leads to Explore:

Libraries Without Borders (see "News" for articles about library outlets in non-traditional settings)
https://www.librarieswithoutborders.us/

ALA Outreach Toolkits
https://www.ala.org/advocacy/diversity/outreach-toolkits

Urban Libraries Council: Closing the Entrepreneurship Gap: Tools for Libraries
https://www.urbanlibraries.org/initiatives/workforce-economic-development/closing-the-entrepreneurship-gap

Taking Community Partnerships to the Next Level (webinar from May 2018)
https://www.webjunction.org/events/webjunction/taking-community-partnerships-to-the-next-level.html

Get Out of the Library: Embedding librarians in our communities (May 2018)
https://americanlibrariesmagazine.org/2018/05/01/embedded-librarians-get-out-library/

American Libraries: search for "kiosk"
https://americanlibrariesmagazine.org/?s=kiosk

American Libraries: search for "storefront"
https://americanlibrariesmagazine.org/?s=storefront

Bookmobile Case Study

From the New Mexico State Library website:

There are three rural bookmobile routes – East, West, Northeast – based in bookmobile offices located in Tucumcari, Los Lunas, and Cimarron, respectively. Each is staffed with three library employees except Tucumcari, with only two staff. Bookmobiles travel over 65,000 miles per year, or 14,000 to 21,000 miles each.

The State Library was paying about $360,000 for a new traditional bookmobile bus, but were informed in December of 2023 there would be delays in delivery due to supply chain issues. They have ordered a large vehicle, similar to what they currently operate but those are not made very often anymore, which contributed to the delay.

Number & Cost of Personnel to Staff a Bookmobile. Three full-time positions. The average manager makes $71,188 and the average library tech makes $47,713 so around $167,000 in salaries for a 3 person office. With benefits the total amounts to approximately $250,000.

The annual cost to operate one bookmobile, all inclusive – personnel costs, fuel, maintenance or the total annual bookmobile operating budget.

Salaries & benefits	$250,000	
Maintenance & fuel	$23,000	
Travel expenses	$15,000	(food & lodging on overnight trips)
Total	$288,000	

Now, the State Library is in the process of purchasing an existing vehicle for $305,000 that was used for demo purposes. They had to cancel a contract to purchase a vehicle that was supposed to take one year because after a purchase order was in place the Library was told it would be more like three years due to unavailability of a chassis.

The Bookmobile is funded by the Foundation for purchase, but not for picking it up or having it delivered.

Appendix 8.2
Mobile Library Service Alternatives
Research Leads

prepared by Godfrey's Associates, Inc.
May 1, 2023

Alternatives to a full-sized bookmobile can be more manageable in size. Vehicle needs will depends on how it will be used (e.g. programming for special events vs. regular book service) and how accessible you want it to be (NMSL's current bookmobiles are not accessible to people who cannot use stairs).

The food truck style for vans (see photo at right) allows the customers to stay outside while staff are inside, with roll-up windows for browsing or carts rolled out.

Moving truck styles are pretty resilient and allow for inside browsing. For pricing see:

https://farberspecialty.com/listings/16749/ or https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?gsin=11000096865553.

Sprinter vans are becoming very common and can be adapted for inside browsing. See:

https://farberspecialty.com/listings/17538/

There are also some bookmobiles that are towed as trailers, which have some advantages, but I hear they can be hard on the vehicle doing the towing. See photos at right.

Appendix 8.3
Phased Branigan Library Renovation & Expansion Cost Model

Appendix 8.3
Cost Summary of Phases One & Two

project		*phased amount*	*original estimate*	*difference*	*increase*
1	New ADA Elevator	$162,600	$155,600	**added 3rd floor extension**	
2	On-Site Storage	$22,346			
3	Modify Second Floor to accept public services	$25,000			
4	Vacate Ground Floor	$83,474	$39,268	combined Projects 4 & 6	
15	Atrium Lobby Addition	$3,648,656	$3,347,950	**added smoke control system**	
5	Level Ground Floor lower level	$621,598	$747,032		
6	Vacate Ground Floor	$0	$76,766		
7	Add clerestory windows/solar panels	$1,417,844	$1,759,946	reduced base building cost	
8	Ground Floor Renovation	$9,002,550	$7,853,134	**added new building systems**	
9	Install new shelving	$453,000	$315,302	new vendor estimate	
11	Relocate Public to Ground Floor	$73,574			
Branigan Renovation Subtotal		$15,510,642	$15,308,539	$202,103	1.3%
10	Relocate Admin & Tech Services	$61,806			
12	Second Floor Renovation	$5,226,396	$4,998,691	**added new building systems**	
13	Return Support Services/Collections to Branigan	$10,723			
14	Grand Kiva Addition	$6,872,608			
16	Meeting Room Addition	$3,401,718	$3,401,718		
17	Third Floor Addition	$1,081,245	$1,063,530	**added roofing demolition**	
Branigan Expansion Subtotal		$16,654,495			
Branigan Renovation/Expansion Total		$32,165,138	$29,124,249	$3,040,889	10.4%

City Council Action and Executive Summary

3085; Council Bill 25-014

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	October 7, 2024	**Adopted:**	October 21, 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 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).**

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

PURPOSE(S) OF ACTION:
Amend the Las Cruces Municipal Code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City Council is required to review and take final action on Zoning Code Amendments per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code (aka Las Cruces Municipal Code Chapter 38).

On August 16, 2021, City Council through Ordinance No. 2982, repealed and replaced Chapter 38, Article 5, Section 38-46, West Mesa Industrial Park Overlay Zone District (WMIP) to Las Cruces Innovation and Industrial Park Overlay Zone District (LCIIP).

The Las Cruces Innovation and Industrial Park Overlay Zone District has received several opportunities for new development, but some regulations make the project unfeasible. By reviewing and addressing the regulations every few years staff can identify what improvements can be made to encourage economic growth.

The proposed amendments focus on employees, visitors, and developers that use the park daily, while taking into consideration the City's adopted plans, policies and goals. The proposed amendments include changes to the permitted land uses, parking calculations, sidewalk installation, landscaping, and signage requirements. In order to be competitive with the growing industrial market staff should be updating model codes every few years to ensure new technologies, materials and methods, as well as better approaches to health and safety, can be incorporated into the next generation of buildings and development with sufficient time for proof of performance.

On August 27, 2024, the Planning & Zoning Commission (P&Z), per Section 38-10 B. 2. b. of the 2001 Zoning Code, as amended, recommended approval with one condition by a vote of 6-0-0 (one Commissioner absent). P&Z's condition was to leave the no parking minimum standards as currently outlined within the Las Cruces Innovation and Industrial Park Overlay Zone District. The justification stated by P&Z is that each development

will dictate what their specific parking needs will be to conduct business. The case was publicly noticed in accordance with the City's notification provisions; staff received no public input regarding the proposal.

City Council will consider the recommendation of the P&Z Commission and will decide whether the requested zoning code amendment is appropriate. If deemed suitable based upon the evidence presented, City Council will make a final determination on the request. City Council may modify the recommendation by removing or adding conditions.

SUPPORT INFORMATION:

Exhibit "A" - LCMC Chapter 38, Article V, Section 38-46 (Updated Version)
Attachment "A" - LCMC Chapter 38, Article V, Section 38-46 (Redline Version)
Attachment "B" - Staff Report to the P&Z for Case ZCA-24-01
Attachment "C" - Minutes from the August 27, 2024, P&Z meeting

PLAN(S):

Department Strategic Business Plan, 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 affirm the P& Z recommendation for approval and will repeal the current LCMC Chapter 38, Article V, Section 38-46 and will replace it with the updated LCMC Chapter 38, Article V, Section 38-46.
2. Vote "No"; this will retain the current LCMC Chapter 38, Article V, Section 38-46; no modifications will occur.
3. Vote to "Amend"; this would allow City Council to modify the proposed Ordinance.
4. Vote to "Table"; this would allow City Council to table/postpone the Ordinance and direct staff accordingly.

REFERENCE INFORMATION:

Ordinance No. 2982

ORDINANCE 3085; COUNCIL BILL 25-014

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).

The City Council is informed that:

WHEREAS, the proposed amendments will allow the City of Las Cruces to be competitive with the growing industrial market; and

WHEREAS, the proposed amendments will ensure new technologies, materials and methods, as well as better approaches to health and safety, can be incorporated into the next generation of buildings and development with sufficient time for proof of performance; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on August 27, 2024, recommended approval with conditions that Section 38-46, " Las Cruces Innovation and Industrial Park Overlay Zone District " be repealed and replaced in its entirety by a vote of 6-0- (one Commissioner absent).

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

(I)

THAT Section 38- 46, " Las Cruces Innovation and Industrial Park Overlay Zone District" is repealed and replaced in its entirety with Las Cruces Innovation and Industrial Park Overlay Zone District, as shown in Exhibit " A", attached hereto and made part of this Ordinance.

(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

Sec. 38-46. LCIIP—Las Cruces Innovation and Industrial Overlay Zone District.

A. *Purpose.* The purpose of the Las Cruces Innovation and Industrial Park Overlay Zone District is to guide development within the Park and implement the policies found in the LCIIP Master Plan. It aims to promote the natural and existing environment within the Park, and encourage employment options for residents while enhancing the overall aesthetic features of the Park.

B. *Applicability of Industrial Park Overlay Zone District boundaries.* The Las Cruces Innovation and Industrial Park Overlay Zone District shall apply to all properties within the Overlay Zone District as identified in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts" below. Most of the Park is regulated by the Overlay Zone District requirements except a few parcels, as indicated in "Figure 2. Las Cruces Innovation and Industrial Park Zoning Designations." The Overlay Zone District includes permitted and prohibited uses along with development standards for site, architecture, landscape, and parking.

C. *Land Use Districts.* As established in Elevate Las Cruces, "Business Park and Industrial areas are reserved for concentrations or warehousing, trade, transportation, research and development, manufacturing, and industrial uses" (Elevate Las Cruces, Volume I, pg. 35).

The goal of the Land Use Framework is to accommodate a range of uses, with the intent of creating synergy between businesses with similar or complementary activities. The Land Use Framework also establishes a commercial district adjacent to Interstate 10. Uses such as restaurants and retail are permissive here to provide and encourage services to the local workforce. The Land Use Framework establishes four districts with specific permissive land uses. Since the Las Cruces Innovation and Industrial Park Overlay Zone District allows a wide variety of uses and covers almost all the land area within the Park boundary, the Land Use Framework establishes land use districts to group similar or complementary uses to provide a more organized built environment. The Land Use Framework, as illustrated in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts," breaks the Park down into four districts:

1. Value added agriculture;
2. Manufacturing/warehousing/distribution;
3. Aerospace/aviation/defense; and
4. Commercial.

The Value-Added Agriculture district is located south of Interstate 10 in the southeastern portion of the Park. It is intended to accommodate agriculture-related manufacturing and other processes that enhance the value of basic agricultural commodities. Most of the parcels are larger in size to provide sufficient land for these types of activities.

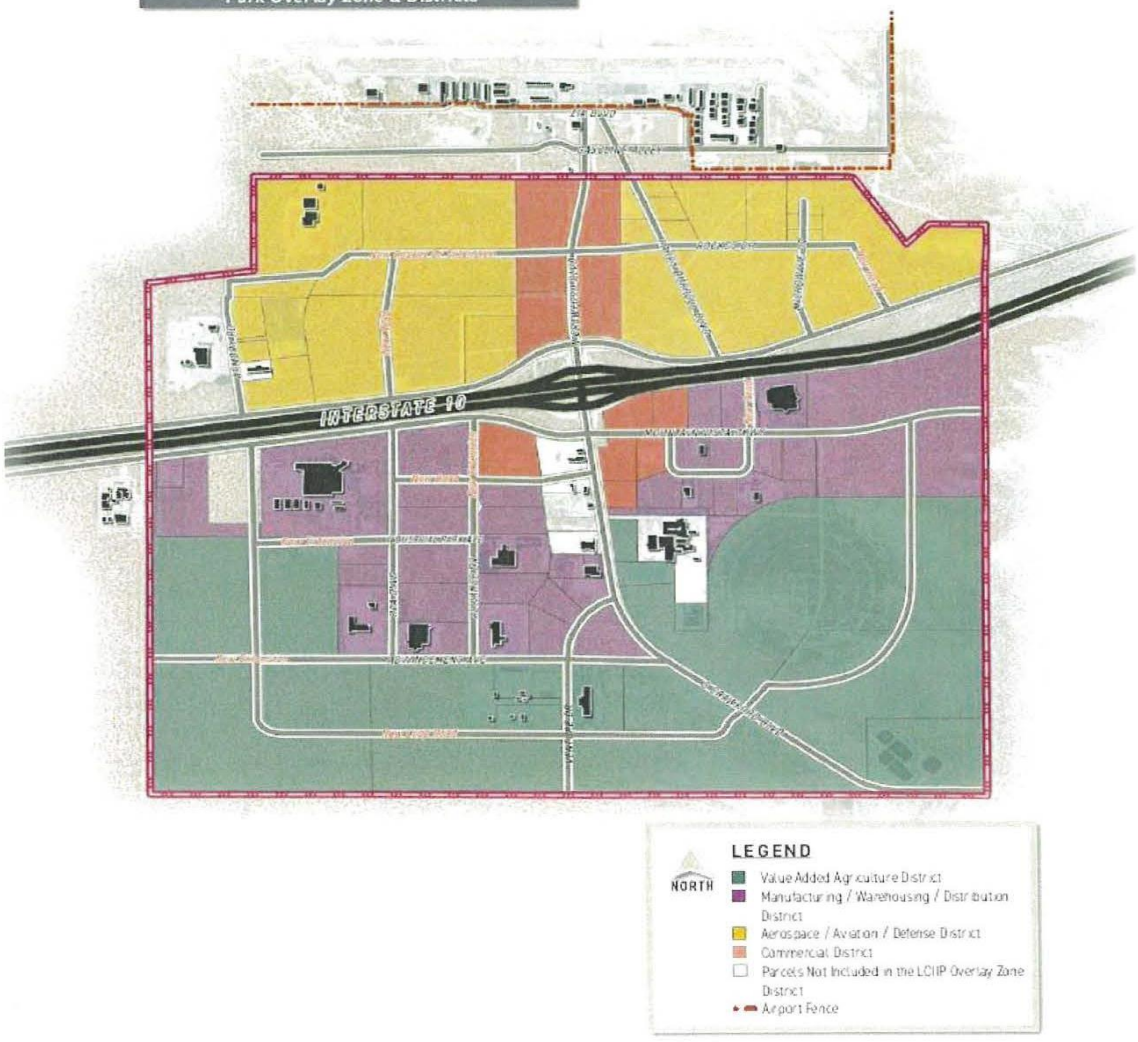
The Manufacturing/Warehousing/Distribution district is located south of Interstate 10 in the southwestern portion of the Park. It is intended to accommodate manufacturing, warehousing, and distribution types of uses. It offers a range of parcel sizes and has good access to the interstate.

The Aerospace/Aviation/Defense district is located north of Interstate 10 and is adjacent to the Las Cruces International Airport. It is intended to accommodate aviation- and defense-related uses and offers a range of parcel sizes with direct access to the airport.

The Commercial district is located adjacent to Crawford Boulevard, on both sides of the Interstate 10 interchange. It is intended to accommodate commercial uses that offer services to the local workforce and interstate-associated business opportunities. This district has smaller parcel sizes more suited for uses like restaurants, with good visibility and access from the interchange.

D. *Development Process.* All development within the Overlay Zone District shall follow the applicable City of Las Cruces development processes.

FIGURE 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts



E. *Land uses.* "Table 1. Use Table" allocates uses into four Land Use Districts. A dash ("-") indicates the use is not permitted while a "P" indicates that a use is permitted. An "A" indicates that a use is accessory. Associated Conditional Use Standards are indicated with an "X" and detailed in Section "Conditional Use Standards." This indicates that a use is permitted with conditions. Uses not specified in "Table 1. Use Table" will be determined by the City of Las Cruces Community Development Director in consultation with the City of Las Cruces Economic Development Director.

TABLE 1. Use Table					
— = Not permitted P = Permitted Use A = Accessory Use X = Existing Conditional Use Standard(s)	**Commercial District**	**Manufacturing/ Warehousing**	**Aerospace/ Aviation/ Defense District**	**Value Added Agriculture District**	**Conditional Use Standards**
RESIDENTIAL USES					
All Residential Uses (except accessory dwelling units as outlined under the Accessory Use category)	—	—	—	—	

CIVIC AND INSTITUTIONAL USES					
Higher Education, Vocational School	P	P	P	P	
Fire and Police Station	P	P	P	P	
Military and Law Enforcement Agency	—	P	P	P	
Parks and Open Space	P	P	P	P	
COMMERCIAL USES					
Agriculture & Animal Related					
General Agriculture	—	P	—	P	X
Small Animal Facilities	P	P	—	P	X
Food, Beverage, Entertainment & Lodging					
Brewery, Microbrewery Facilities, Tasting Rooms	P	P	—	P	X
Food, Beverage, Hotel or Motel	P	—	—	—	
Indoor Entertainment/Recreation Venues	P	—	—	—	
Nightclub and Bar	P	—	—	—	
Motor Vehicle-Related					
Freight House or Truck Terminal	—	P	P	P	
Vehicle Services	P	P	—	P	X
Offices and Commercial Services					
Offices and Research Facility	P	P	P	P	
Commercial Services and General Retail	P	—	—	—	
Construction Contractor Facility and Yard	—	P	P	P	X
Outdoor Entertainment					
Outdoor Entertainment	*P*	*P*	-	-	*X*
INDUSTRIAL USES					
Manufacturing, Fabrications & Assembly					
Cannabis Cultivation, Infused Products Manufacturing	—	P	—	P	X
Light Manufacturing	P	P	P	P	X
Heavy Manufacturing	—	P	P	P	X
Special Manufacturing	—	P	—	P	X
Natural Resource Extraction	—	P	—	—	
Recycling Sort Facilities and Electronics Recycling (paper/plastic/metal sorting-only and electronics recycling)	—	P	—	—	
Film and Media Production					
Film and Media Production	P	P	P	P	
Telecommunications, Towers, and Utilities					
Drainage & Major Utility, other	P	P	P	P	
Solar Energy Generation	—	—	P	P	X
Telecommunications, towers, and utilities	P	P	—	P	X
Wholesaling and Storage					
Outdoor Storage	—	P	P	P	X
Warehousing, Logistics, and Distribution	—	P	P	P	
TEMPORARY USES					
Construction Staging Area, Trailer, or Office	P	P	P	P	
Seasonal Outdoor Sales, Events	P	—	—	—	
ACCESSORY USES					
Commercial/Office Uses	A	A	A	A	X

Residential Use—Non-Primary	A	A	A	A	X
Parking Garage with/without Liner Building	A	A	A	A	
Recreational Vehicle Parking Stalls/ Hook-Ups	P	—	—	—	X

1. *Prohibited Uses.* The following uses are prohibited:
    a. All uses prohibited under FAA regulations;
    b. All adult amusement establishments;
    c. All residential uses, except as established under the accessory use category.
2. *Conditional Use Standards.*
    a. *Aerospace/Aviation/Defense District.*
        1) All uses in the Aerospace & Aviation District shall comply with all applicable FAA regulations.
    b. *Commercial Uses.*
        1) Agriculture and Animal Related.
            a) General Agriculture.
                i. Animals shall be confined to graze within the appropriate boundaries and cannot graze on surrounding properties and streets.
                ii. The keeping of large and small livestock animals shall comply with the City of Las Cruces Municipal Code.
            b) Small Animal Facilities.
                i. Kennels must be conducted within fully enclosed building. Outdoor pens shall be enclosed on all sides by a wall or fence at least six feet high.
                ii. This use must be screened as required by section "Walls, Fences and Screening."
        2) Food, Beverage, Hotel or Motel.
            a) Brewery and micro-brewery facilities, including tasting rooms.
                i. Alcohol sales for on-premises consumption is allowed, provided that the establishment complies with all New Mexico State law requirements.
        3) Motor Vehicle-Related.
            a) Vehicle Services.
                i. This use must be screened as required by section "Walls, Fences and Screening."
                ii. Vehicle repair, servicing, and maintenance shall be conducted within a fully enclosed building.
                iii. Recreational Vehicle Parking Stalls/ Hook-ups are ancillary to the primary use and cannot be a standalone land use.
        4) Offices and Commercial Services.
            a) Construction Contractor Facility and Yard.

i. This use must be screened as required by section "Walls, Fences and Screening."

5) Outdoor Entertainment.

a) Outdoor Entertainment.

i. Drive-In Theater use shall be enclosed with a wall, fence, or vegetative screen of at least six feet in height. A screen located less than 500 feet from Interstate 10 shall be shielded so that the picture surface cannot be seen from Interstate 10.

ii. All other outdoor entertainment uses shall include fencing or screening meeting the standards established in section "Walls, Fences, and Screening" designed to prevent any objects from passing beyond the property line and onto surrounding properties and streets. Uses shall be limited to one acre in size.

3. *Industrial Uses.*

a. *Manufacturing, Fabrications & Assembly.*

1) Cannabis cultivation, Infused Products Manufacturing.

a) This use shall comply with all New Mexico State law requirements.

2) Light Manufacturing.

a) All activities in this use shall be conducted within a fully enclosed building unless a Special Use Approval is obtained pursuant to the City of Las Cruces Special Use Permit Process.

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

c) This use may include a sales/display room for items manufactured on the property.

3) Heavy Manufacturing.

a) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

4) Special Manufacturing.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

b) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b. *Telecommunications, Towers, and Utilities.*

1) Solar Energy Generation.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

2) Telecommunications, Towers, and Utilities.

a) This use shall comply with the City of Las Cruces Municipal Code.

c. *Wholesaling and Storage.*

1) Outdoor Storage.

a) This use must be screened as required by section "Walls, Fences and Screening."

4. *Accessory Uses.*

a. *Accessory Commercial Uses.*

1) In all districts, all uses listed under the 'Food, Beverage, Entertainment & Lodging' use and 'Offices and Commercial Services' use category shall be permissive as an accessory use not to exceed a maximum of 40 percent of the gross floor area of the building for commercial purposes associated with that specific industrial or manufacturing use.

b. *Accessory Residential Use—Non-Primary.*

1) Residential use—non-primary is allowed for caretakers of the primary non-residential use and may be attached or detached.

F. *Administration and Enforcement.*

1. *Applicability.* The following development standards shall apply to all parcels located within the Overlay Zone District's boundary as identified on "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts." City of Las Cruces Municipal Code standards shall apply unless otherwise stated in the document.

2. *Non-Conforming.*

a. Uses and structures that are non-conforming with the standards of the Las Cruces Innovation and Industrial Park Overlay Zone District shall comply with this section.

1) There are two instances of non-conformance:

a) Instance 1: A non-conforming use/structure which was initiated/constructed prior to the adoption of the Overlay Zone District standards.

b) Uses that are classified as instance 1 may continue in perpetuity unless the use ceases for a period of no less than 12 consecutive months. However, the use/structure cannot be expanded, enlarged, or extended.

c) Instance 2: A non-conforming use/structure initiated/constructed after the adoption of the Overlay Zone District standards.

d) Uses that are classified as instance 2 shall be brought into compliance immediately and shall not be permitted to expand.

G. *General Development Standards.*

1. *Streets and Public Right-of-Way.*

a. All streets within Las Cruces Innovation and Industrial Park must adhere to City of Las Cruces Design And Roadway Construction Standards currently amended/adopted.

b. Property owners shall provide dedicated right-of-way including easements for trail corridors and pedestrian facilities.

c. The property owner is responsible to provide landscaping in accordance with standards outlined in this section in contiguous parkways and medians at the time of site development.

d. All additions, rehabilitation, remodeling, or structural modifications to existing buildings with a value of $100,000.00 or more, including all new parking lots require installation of parkway and median landscaping.

e. Landscape in parkways and medians shall be maintained by the property owner of the contiguous property.

2. *Dimensional Standards.*

a. All buildings and structures within Las Cruces Innovation and Industrial Park will be limited to the following development requirements:

TABLE 2. Dimensional Standards	
Minimum Lot Width	60 feet
Minimum Lot Depth	70 feet
Front Setback, Minimum	25 feet
Secondary Front Setback, Minimum	25 feet
Side Yard Setback, Minimum	20 feet
Rear Setback, Minimum	25 feet
Building Height, Maximum	100 feet

3. *Site Layout.*

a. Orient building entries, office areas, showrooms and/or lobbies, and amenities to front the primary public street.

b. On-site circulation shall have an adequate length of stacking for industrial facilities, e.g. loading docks, terminals, etc. that do not interfere with the movement of traffic (on- or off-site) and/or pedestrian areas.

c. Outdoor lighting shall follow the regulations provided in the City of Las Cruces Outdoor Lighting Ordinance.

d. Provide on-site pedestrian walkways at a minimum six-foot clear width that are separate from drive aisles to connect to primary building entrances.

e. A public space such as an outdoor patio space, plaza, or courtyard shall be provided for any buildings greater than or equal to 75,000 square feet. For lots with more than one building, shared public spaces are permitted.

f. Sidewalk installation is required with any development located on the north side of Interstate 10.

g. Sidewalk installation is not required with any development located on the south side of Interstate 10.

4. *Parking.*

a. Parking requirements for automobiles and bicycles are set for land uses as noted in the adopted Land Use Table. Requests to reduce parking requirements shall be evaluated on a case-by-case basis by the Economic Development Director or designee.

b. Accessible parking shall be provided according to Federal ADA parking standards.

c. Landscaped islands and medians shall be incorporated into parking areas to provide shade, define parking areas and pedestrian access, and allow for passive water harvesting. See "Landscaping" for requirements.

d. Surface runoff in parking lots shall be directed to landscaped passive water harvesting areas.

e. A minimum of 20 percent of parking spaces provided shall use previous materials such as previous concrete, previous asphalt, permeable pavers, compacted gravel or gravel. If gravel is used, a minimum of four-inch base course that is compacted to ensure stabilization of gravel is required.

f. Carports, including solar carport canopies, are allowed within surface parking lots, provided the materials are compatible with the building architecture.

g. Fleet vehicle parking and loading docks shall not be located along the site main frontage. The placement of such facilities shall be located in the rear half of the site, secondary front, or behind the principal structure.

h. Outdoor storage areas used for fleet vehicles shall be paved or use a similarly compacted material that is stable and does not produce dust.

i. Bike parking shall be located at the primary entrance of the primary building.

5. *Architecture.*

a. *Building Materials.*

1) Buildings shall be designed to incorporate contemporary architectural styles and materials to create the appearance of a state-of-the-art industrial park. Common elements such as architectural style, color, materials and ornamentation shall be used to create a cohesive park identity.

2) Permitted materials include:

a) Exterior plaster or stucco.

b) Architectural metal; decorative panels, structural elements and decorative support or trim members.

c) Precast concrete and tilt-up wall systems.

d) Textured, patterned and/or integrally colored cast-in-place concrete.

e) Integrally colored, precast CMU (concrete masonry units), provided that surfaces are molded, serrated or treated to give wall surfaces a three-dimensional texture.

f) Brick.

g) Natural stone.

h) Glass curtain wall systems.

3) Higher quality materials shall be utilized to draw attention to the office areas and entrances. Higher quality materials include architectural metal, decorative panels, structural elements and decorative support or trim members, brick and natural stone, among others.

4) The use of reflective or shiny metallic roofs shall be prohibited.

b. *Massing.*

1) Building heights, massing and setbacks shall be varied, to define the different functions within a building such as offices and warehousing.

2) Primary buildings shall have clearly defined entries. To emphasize entries, one or a combination of the following elements shall be applied; portals, overhangs, fenestration, canopies, material and color changes. The "large box" components of the industrial buildings that are visible from a public right-of-way shall feature both vertical and horizontal articulation and be compatible with the more articulated office area.

3) Metal structures are acceptable; however, they must visually tie to other building elements, such as the office, storage areas, etc.

4) Temporary or portable buildings shall be limited in use for construction purposes only.

c. *Screening.*

1) Exposed industrial systems and equipment shall be architecturally integrated or screened unless otherwise determined by the Community Development Director upon consultation with the Economic Development Director.

2) All heavy industrial processing, assembling of materials shall be conducted within an enclosed structure or be screened according to "Walls, Fences and Screening."

6. *Landscaping.*

a. *General Provisions.*

1) Landscaping Calculations and Definitions. For all developments within the Las Cruces Innovation and Industrial Park, the following formula shall be used to calculate the amount of landscape area is required:

Total Lot Area multiplied by the following percentages, not exclusive of building area:

Lot Size	Percentage Landscaped
1.00 to 4.00 acres	12%
4.01 to 8.00 acres	10%
8.01 to 12.00 acres	8%
>= 12.01 acres	6%

2) One-fourth of the total area required to be landscaped shall be located within the front setback area of the property.

3) Where the site exceeds one acre, only the portion of the site that includes the operational area where the primary building is situated and is being developed/disturbed shall be calculated. If the area to be left undeveloped/undisturbed is disturbed during construction, replacement of vegetation is required.

4) Passive water harvesting drainage swales shall be considered and installed when possible within landscape areas to capture runoff from impervious surfaces as illustrated in "Figure 4. Drainage Swales."

5) Impervious areas shall be graded to drain into drainage swales. Drainage swales shall be designed as follows:

a) Swale channel alignments and side slopes must be designed in close coordination with civil engineers to ensure that they convey stormwater while minimizing erosion damage.

b) Swales shall capture at minimum the first flush of a storm event.

c) Swale side slopes shall not exceed 4:1. Where adjacent to walkways or accessible hardscape areas they shall not exceed 6:1.

d) Runoff that enters the swale in a sheet flow fashion requires that the edge of the swale be flush with grade. Where curbs are necessary, intermittently spaced curb cuts shall be installed to allow runoff to enter the swale. Curb cuts shall be at least 18 inches wide and spaced from three to 15 feet apart.

6) For further guidance on design and installation of drainage swales in landscape areas, refer to the NMDOT National Pollutant Discharge Elimination System (NPDES) Manual.

b. *Plant/Landscape Materials.*

1) The Las Cruces Airport Landscape Plan shall be used as a guide for acceptable plant materials.

2) Living plant material shall be provided according to the following:

a) A minimum of one live tree shall be provided for every 1,000 square feet of required landscaped area.

b) A minimum of twenty live shrubs shall be provided for every 1,000 square feet of required landscaped area.

c) One hundred square feet of ground-over or ten one-gallon size plants shall be provided for every 1,000 square feet of required landscaped area.

3) Plant substitution is permitted following the CIty of Las Cruces Design Standards.

4) Minimum plant material sizes at the time of installation shall be:

a) Deciduous Canopy Trees and Deciduous Accent Trees—Two-inch Caliper.

b) Evergreen Trees—Ten-foot Minimum height.

c) Shrubs and groundcover—One gallon minimum.

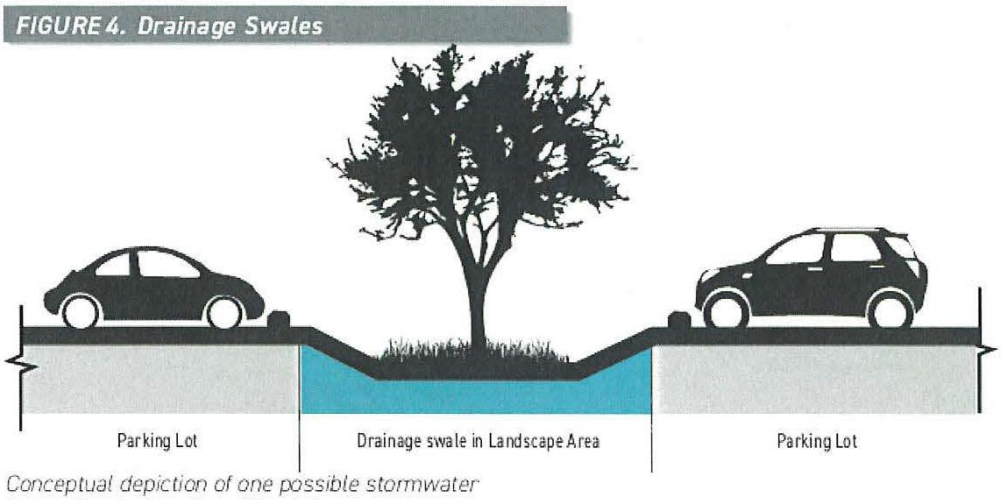
5) Xeriscape or drought tolerant landscaping is required for all provided landscaping areas.

6) Gravel, rock mulch or organic mulch, and similar mulch materials are acceptable within landscape areas. If gravel is used as ground cover, its use shall be limited to a maximum of 75 percent within landscape areas.

7) Gravel, colored rock, and similar mulch materials shall not be permitted north of Interstate 10.

8) All plant material shall be maintained by the owner in a living, attractive condition. All areas shall be free of weeds.

9) If used, weed barriers shall be permeable to optimize stormwater infiltration and prevent runoff.



Conceptual depiction of one possible stormwater harvesting feature in parking lot.

c. *Off-street parking lots.*

1) Off-street parking lots shall have one tree for every ten parking spaces. Where covered carports are utilized, this requirement may be reduced or eliminate the tree requirement within parking lots through a determination of the Community Development Director. The Community Development Director shall consider the overall landscaping plan and the scale of the development to determine if covered carports shall either reduce or eliminate the tree requirement within parking lots.

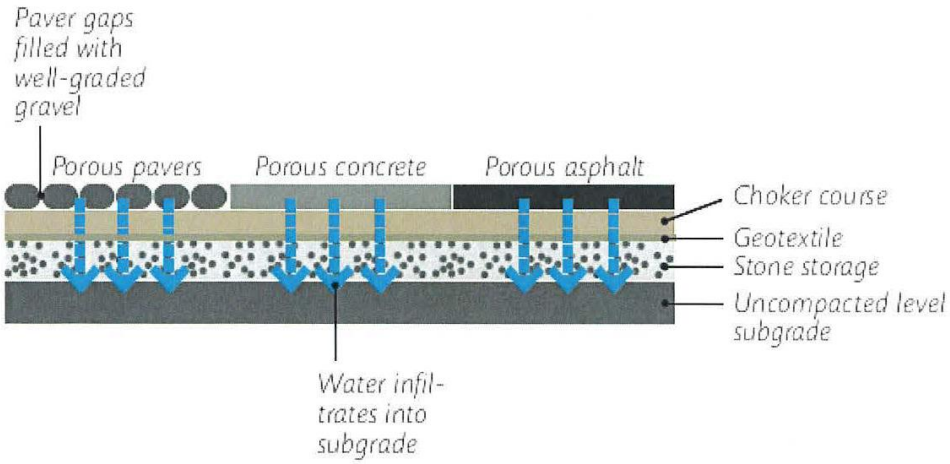
2) The minimum size of tree planters within off-street parking lots shall be 60 square feet per tree.

3) In parking lots of 100 spaces or more, the ends of parking aisles shall be defined as landscaped islands no narrower than eight feet in any dimension.

4) Off-street parking lot landscaping standards do not apply to fleet vehicle parking areas.

5) Any landscaping provided to meet the off-street parking lot standards will be credited towards the overall site ten percent landscape requirement.

FIGURE 5. Porous Surface with Typical Features



7. *Walls, Fences and Screening.*

   a. The maximum allowed height for a fence depends on where the fence is located on a property. All fences and walls shall comply with the height limits established in "Table 3. Maximum Wall Height Standards" and illustrated in "Figure 6. Wall Height."

TABLE 3. Maximum Wall Height Standards	
Within required primary front yard setback	*8'*
Within secondary front yard setback	*10'*
Within tertiary front yard setback	*10'*
Within required side yard setback	*10'*
Within required rear yard setback	*10'*
Within the clear sight triangle at the intersections of streets and driveways	3'

FIGURE 6. Wall Height

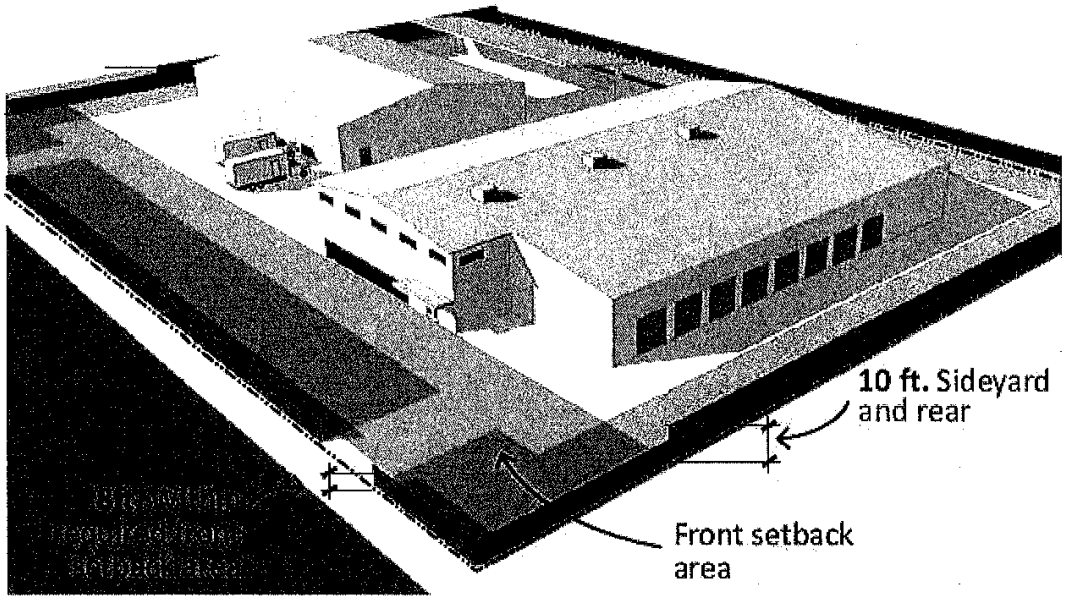


FIGURE 7. View Fencing in the Front Setback Area

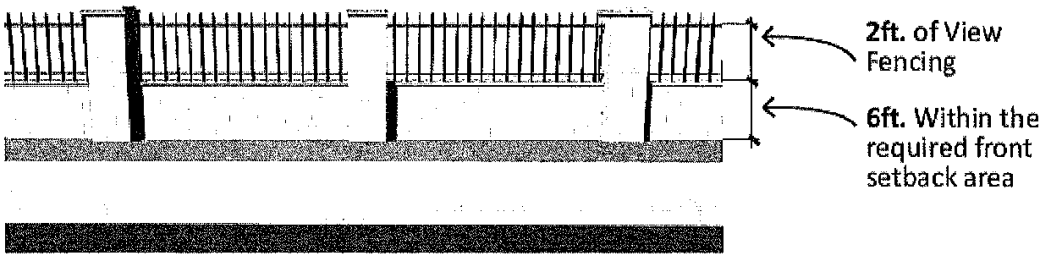
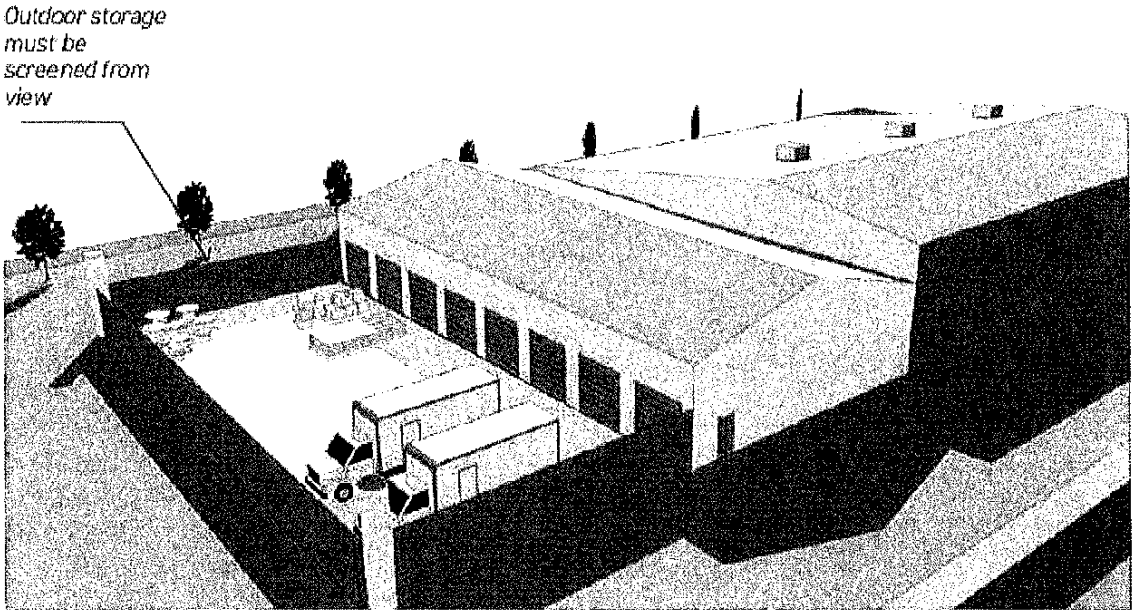


FIGURE 8. Storage Screening



b. Within the required front setback area, the maximum allowable fence height is eight feet if two feet consists of view fencing. If opaque fencing is applied, the maximum height is six feet.

c. The finish of walls and fences shall be constructed of durable materials manufactured for exterior use and shall be weather and decay-resistant, which are compatible with the adjacent building(s) in regard to materials, detailing, and color. Acceptable materials include:

   1) Stucco over concrete masonry units (CMU).

   2) Split face block.

   3) Brick.

   4) Stone.

   5) Curved interlock blocks.

   6) Gabions.

   7) Tubular steel, wrought iron bars, or other grill work.

d. Unfinished solid CMU or chain link are acceptable materials, except in areas visible from the public rights-of-way.

e. The use of razor ribbon (concertina), barbed wire, or cyclone fencing is prohibited.

f. Any required screening of mechanical equipment and support/services areas shall be accomplished by one of the following:

   1) An architectural building element, such as a wing wall, that screens the equipment or area being screened;

2) A wall or fence of a height equal to or greater than the height of the equipment or area being screened. Walls or fences shall incorporate at least one of the primary materials and colors of the nearest wall of the primary building; or

3) A vegetative screen planted along the full length of the equipment or area to be screened of a height equal to or greater than the height of the equipment or area to be screened at the time of planting.

8. *Signage.*

a. All signs shall comply with the City of Las Cruces sign code except as outlined below.

b. All signs shall be designed in accordance with the Overlay Zone District's adopted signage plans and regulations.

c. At key locations such as intersections, joint tenant/monument signs shall include language in Spanish, Braille and larger print for sight-impaired populations.

d. Vehicular directional signage within public right-of-way or on City property shall be exempt from signage standards.

e. Freestanding Monument Signs.

1) Freestanding monument signs will be limited to a maximum of one per street frontage.

2) The maximum signage size shall not exceed 450 square feet for lots adjacent to interstate frontage. The maximum signage size for all other lots shall not exceed 50 square feet.

3) The maximum height shall not exceed 80 feet for lots adjacent to interstate frontage. The maximum height for all other lots shall not exceed 18 feet.

4) Monument signs shall match the architectural style, color, materials and ornamentation of the primary building(s).

5) For all lots with more than one monument sign, all signs shall be of uniform design and materials.

6) Free standing monument signage is permissive at the primary park entrances.

7) The maximum height for directional signage is 6 feet.

f. Building Mounted Signs.

1) Building mounted sign size shall not exceed ten percent of the building facade to which it is applied.

2) Building mounted signs may not project more than 15 inches from the wall.

3) Building mounted signs shall have contrasting colors from the background and text height and font that ensures readability, but must blend with the architectural style, color, materials and ornamentation of the main building(s).

4) No building mounted sign shall intrude upon architectural features including windows, columns, or canopies or decorative features.

g. Temporary Signage.

1) Temporary construction signs shall be permitted in accordance with the City of Las Cruces sign code, with the following exceptions:

a) For properties less than ten acres, one sign is permitted not to exceed 64 square feet in sign area and eight feet in height.

b) For properties in excess of ten acres, one sign is permitted not to exceed 96 square feet in sign area and eight feet in height.

h. Prohibited Signage.

1) The following sign types are prohibited within the Las Cruces Innovation and Industrial Park:

a) Banners.

b) Billboards.

c) Portable or temporary signs, except for those permitted above.

d) Window Signs.

i. Signage Illumination.

1) Exterior and interior illumination will be allowed for both attached and freestanding signs, provided they comply with the following standards:

a) Signs that are illuminated shall have concealed lighting fixtures. This provision applies also to neon tubing and fluorescent fixtures.

H. *Definitions.*

Accessory, commercial/office uses. Any offices and commercial services and food, beverage uses listed in "Table 1. Use Table." These uses must be incidental to the primary use.

Accessory, residential use—non-primary. An accessory dwelling on a nonresidential premise, occupied by the person who oversees the nonresidential operation 24 hours a day.

Cannabis cultivation and *cannabis-infused products manufacturing.* A facility in which cannabis is grown, harvested, dried, cured, or trimmed. This use may also include the process in which a product is infused with cannabis that is intended for use or consumption other than by smoking including but not limited to, edible products, ointments, and tinctures.

Commercial services and *general retail.* An establishment providing for the retail sale of general merchandise or food directly to the consumer; this includes, but is not limited to, sale of general merchandise, clothing and other apparel, flowers and household plants that are not grown on-site, dry goods, convenience and specialty foods, hardware and similar consumer goods, or other retail sales.

Construction contractor facility and yard. A building and related outdoor area used to store and maintain construction equipment and materials including, but not limited to, plumbing, electrical, carpentry, roofing, and landscaping, and facilities customarily required in the building trade by a construction contractor. Any outside storage is required to be screened with an opaque fence.

Contemporary style architecture. The use of innovative and new construction technologies and materials with a focus on steel, reinforced concrete, and glass, clean lines and a form that follows function.

Drainage and major utility, other. A facility regulated as a public utility or common carrier by the state or other relevant jurisdiction or agency, including, but not limited to, major telephone facilities, natural gas facilities, water treatment plants, water pump stations, sewage treatment plants, stormwater drainage facilities, irrigation facilities, or similar public services. Major facilities are those sized or designed to serve the entire park, or a wide area of the park.

Film and media production. Outdoor or enclosed entertainment-related facilities including, without limitation, movie studios and production facilities, distribution facilities, editing facilities, catering facilities, printing facilities, postproduction facilities, set construction facilities, sound studios, special effects facilities and other entertainment-related production operations.

Fire and police station. A public facility operated by a governmental agency where fire engines and other equipment are housed, and from which calls for emergency fire responses are handled. This use may include administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles excluding, however, correctional institutions.

Fleet vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. A fleet vehicle may also be a commercial vehicle.

Fleet vehicle parking. Parking of fleet vehicles.

Freight house or *truck terminal.* Property or building used primarily for freight pick-up or distribution and the temporary parking of trucks of common or contract carriers during loading or unloading, including necessary warehouse space for storage of transitory freight. May also include intermodal distribution facilities for truck or shipping transport. Accessory uses may include, but are not limited to, a truck wash and loading and unloading from rail spurs.

General agriculture. Any use of land for the purpose of production of crops and horticulture specialties, the raising of livestock and poultry, and the processing, packaging, storage and sale of agricultural products which are raised on the premises, and including all the types of structures normally associated with these uses, such as storage bins, barns, sheds, tool houses, greenhouses, garages, and any other use or facility ancillary to farming or open land. This use may also include the growing of plants for wholesale or retail sales, which may take place outside or in greenhouses. Outdoor sales of plants are allowed.

Heavy manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins, or liquors. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. However, this use does not include processes that input or create hazardous byproducts, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including, but not limited to, explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas. These processes are covered under the special manufacturing zone.

Higher education, vocational school. A private institution that provides full-time or part-time education beyond high school, including college, university and vocational schools that provides specialized training and education beyond the high school level.

Indoor entertainment/recreation venues. A commercial indoor entertainment venue where food, nonalcoholic beverages or other refreshments may be obtained for consumption on the premises and where floor shows, bands or other forms of entertainment may be provided for customers. This use also includes health club or gyms, and non-medical service establishment intended to maintain or improve the physical condition of persons.

Light manufacturing. Assembly, fabrication, or processing of goods and materials, primarily conducted within an enclosed building, which is designed, built and maintained so as to prevent smoke, noise, glare, dust, odors or other development impacts from being detected beyond the boundaries of the property. Assembly, fabrication, or processing may include compounding, processing, assembling, packaging or testing of goods. This use does not include any use that meets the definition of Heavy Manufacturing or Special Manufacturing.

Military and law enforcement agency. A public facility operated by the federal government where engines and other equipment are housed. This use may also include administrative offices, storage of equipment, and grounds for training and practice.

Natural resource extraction. On-site extraction of surface or subsurface mineral products or natural resources, including solids, such as coal and ores; liquids, such as crude petroleum; and gases, such as natural

gases. Uses may include quarries, borrow pits, sand and gravel operation, mining, soil mining, rock crushing, screening, and the accessory storage of explosives

Nightclub and *bar.* An establishment that is devoted to the selling or serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of those beverages, including taverns, nightclubs, cocktail lounges and cabarets.

Offices and *research facility.* A premise where professional, clerical, business management or public administration work is carried out and where the sale of merchandise on the premises is totally absent or a very limited activity in support of the work being carried on. This use may also include a medical or dental clinic for patients that are not lodged overnight and research and testing facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Outdoor entertainment. An outdoor commercial or entertainment activity that is open to the general public. This use may include outdoor markets, drive-in theater, stadium or other entertainment and recreation activities like batting cages, golf driving ranges, miniature golf courses, go-cart tracks, skating rinks, skateboard parks, swimming pools, tennis courts, or sports courts.

Outdoor storage. The keeping of any goods, material, or merchandise outside of a building in the same place.

Parking garage with/without liner building. A combination of structures for parking and a mix of uses (commercial, residential, office) where parking is designed to be concealed from view and levels of parking are at-grade, above grade, or partially below grade (but not fully underground). A liner building is a specialized building that may be built as part of the parking structure or separate; it is parallel to the street and designed to conceal a parking structure from the street with active ground floor uses such as retail shops or residential stoops. A parking garage may be designed without a liner building provided that it is designed in such a way so as to incorporate active ground floor uses, architectural features and articulated elements to mitigate blank walls and screen parking.

Recycling sort facilities and *electronic recycling.* A facility that sorts reusable materials in preparation for introduction into an industrial process by which the material is transformed into a new product in such a manner that the original identity as a product is lost. Material is limited to paper, plastic, and metal as well as electronics recycling.

Small animal facilities. A facility that serves small animals for their care and treatment. This use may include outdoor pens for temporary animal holding. This use does not include animal raising.

Solar energy generation. The use of land or buildings as locations for mounting of solar collectors or other devices that rely on sunshine as an energy source and are capable of collecting, distributing, or storing the sun's radiant energy.

Special manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. This use includes processes that input or create hazardous by-products, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including but not limited to explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas.

Telecommunications, towers, and utilities. Any facility used for wireless communications, usually consisting of a support structure for antennas, equipment shelters or cabinets, and/or other transmission and reception devices used for business or commercial purposes.

Temporary, construction staging area, trailer, or office. Temporary use of a structure, including a mobile office, as a construction site office by a building contractor while a specific project is under construction, or as a real estate office during the construction and initial marketing phase of a new development.

Temporary, seasonal outdoor sales, events. Temporary outdoor or indoor retail display and sales of new or used goods, produce, and/or handcrafts or services associated with the season or a cultural event such as sales of fireworks, pumpkins, Christmas trees, or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales. Incidental sales of food and beverages is allowed.

Vehicle services. Commercial services dealing with vehicles. This use may include car wash, vehicle and equipment sales, rental, fueling, recreational vehicle parking stalls and hook-ups, and repair.

Warehousing, logistics and distribution. Building or premise in which goods, merchandise or equipment are stored and frequent heavy trucking activity may occur. Open storage of material, or nuisances such as dust, noise, and odors may be part of this use.

(Ord. No. 2982 , § (I)(Exh. A), 8-16-21)

Editor's note(s)—Ord. No. 2982 , § (I)(Exh. A), adopted Aug. 16, 2021, repealed the former § 38-46 and enacted a new § 38-46 as set out herein. The former § 38-46 pertained to WMIP—West Mesa Industrial Park Overlay Zone District, and derived from Ord. No. 2354, § I, adopted Jan. 22, 2007.

Sec. 38-46. LCIIP—Las Cruces Innovation and Industrial Overlay Zone District.

A. *Purpose.* The purpose of the Las Cruces Innovation and Industrial Park Overlay Zone District is to guide development within the Park and implement the policies found in the LCIIP Master Plan. It aims to promote the natural and existing environment within the Park, and encourage employment options for residents while enhancing the overall aesthetic features of the Park.

B. *Applicability of Industrial Park Overlay Zone District boundaries.* The Las Cruces Innovation and Industrial Park Overlay Zone District shall apply to all properties within the Overlay Zone District as identified in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts" below. Most of the Park is regulated by the Overlay Zone District requirements except a few parcels, as indicated in "Figure 2. Las Cruces Innovation and Industrial Park Zoning Designations." The Overlay Zone District includes permitted and prohibited uses along with development standards for site, architecture, landscape, and parking.

C. *Land Use Districts.* As established in Elevate Las Cruces, "Business Park and Industrial areas are reserved for concentrations or warehousing, trade, transportation, research and development, manufacturing, and industrial uses" (Elevate Las Cruces, Volume I, pg. 35).

The goal of the Land Use Framework is to accommodate a range of uses, with the intent of creating synergy between businesses with similar or complementary activities. The Land Use Framework also establishes a commercial district adjacent to Interstate 10. Uses such as restaurants and retail are permissive here to provide and encourage services to the local workforce. The Land Use Framework establishes four districts with specific permissive land uses. Since the Las Cruces Innovation and Industrial Park Overlay Zone District allows a wide variety of uses and covers almost all the land area within the Park boundary, the Land Use Framework establishes land use districts to group similar or complementary uses to provide a more organized built environment. The Land Use Framework, as illustrated in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts," breaks the Park down into four districts:

1. Value added agriculture;
2. Manufacturing/warehousing/distribution;
3. Aerospace/aviation/defense; and
4. Commercial.

The Value-Added Agriculture district is located south of Interstate 10 in the southeastern portion of the Park. It is intended to accommodate agriculture-related manufacturing and other processes that enhance the value of basic agricultural commodities. Most of the parcels are larger in size to provide sufficient land for these types of activities.

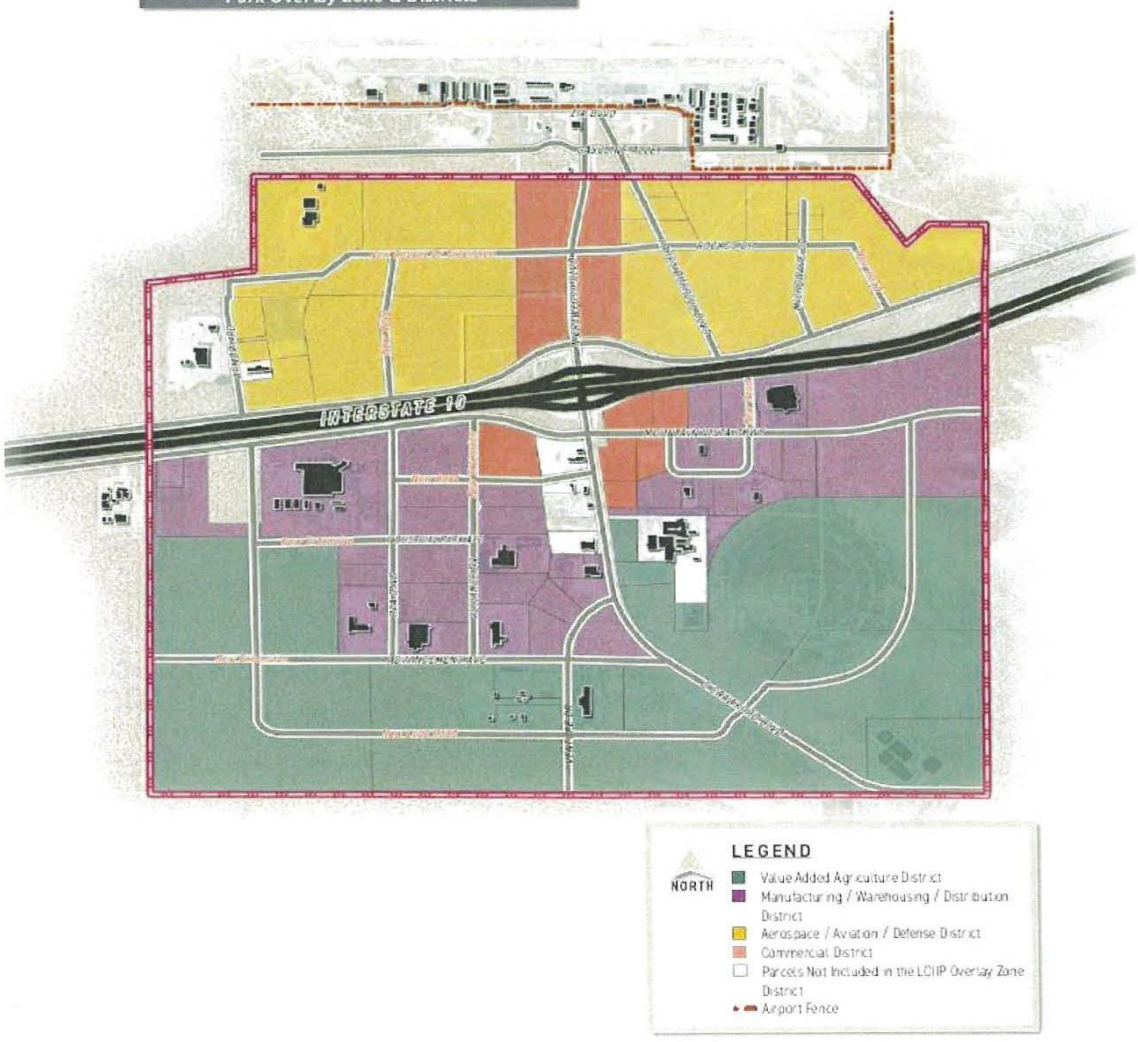
The Manufacturing/Warehousing/Distribution district is located south of Interstate 10 in the southwestern portion of the Park. It is intended to accommodate manufacturing, warehousing, and distribution types of uses. It offers a range of parcel sizes and has good access to the interstate.

The Aerospace/Aviation/Defense district is located north of Interstate 10 and is adjacent to the Las Cruces International Airport. It is intended to accommodate aviation- and defense-related uses and offers a range of parcel sizes with direct access to the airport.

The Commercial district is located adjacent to Crawford Boulevard, on both sides of the Interstate 10 interchange. It is intended to accommodate commercial uses that offer services to the local workforce and interstate-associated business opportunities. This district has smaller parcel sizes more suited for uses like restaurants, with good visibility and access from the interchange.

D. *Development Process.* All development within the Overlay Zone District shall follow the applicable City of Las Cruces development processes.

FIGURE 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts



E. *Land uses.* "Table 1. Use Table" allocates uses into four Land Use Districts. A dash ("-") indicates the use is not permitted while a "P" indicates that a use is permitted. An "A" indicates that a use is accessory. Associated Conditional Use Standards are indicated with an "X" and detailed in Section "Conditional Use Standards." This indicates that a use is permitted with conditions. Uses not specified in "Table 1. Use Table" will be determined by the City of Las Cruces Community Development Director in consultation with the City of Las Cruces Economic Development Director.

TABLE 1. Use Table					
— = Not permitted P = Permitted Use A = Accessory Use X = Existing Conditional Use Standard(s)	**Commercial District**	**Manufacturing/ Warehousing**	**Aerospace/ Aviation/ Defense District**	**Value Added Agriculture District**	**Conditional Use Standards**
RESIDENTIAL USES					
All Residential Uses (except accessory dwelling units as outlined under the Accessory Use category)	—	—	—	—	

CIVIC AND INSTITUTIONAL USES					
Higher Education, Vocational School	P	P	P	P	
Fire and Police Station	P	P	P	P	
Military and Law Enforcement Agency	—	P	P	P	
Parks and Open Space	P	P	P	P	
COMMERCIAL USES					
Agriculture & Animal Related					
General Agriculture	—	P	—	P	X
Small Animal Facilities	P	P	—	P	X
Food, Beverage, Entertainment & Lodging					
Brewery, Microbrewery Facilities, Tasting Rooms	P	P	—	P	X
Food, Beverage, Hotel or Motel	P	—	—	—	
Indoor Entertainment/Recreation Venues	P	—	—	—	
Nightclub and Bar	P	—	—	—	
Motor Vehicle-Related					
~~Freighthouse~~Freight House or Truck Terminal	—	P	P	P	
Vehicle Services	P	P	—	P	X
Offices and Commercial Services					
Offices and Research Facility	P	P	P	P	
Commercial Services and General Retail	P	—	—	—	
Construction Contractor Facility and Yard	—	P	P	P	X
Outdoor Entertainment					
Outdoor Entertainment	*P*	*P*	-	-	*X*
INDUSTRIAL USES					
Manufacturing, Fabrications & Assembly					
Cannabis Cultivation, Infused Products Manufacturing	—	P	—	P	X
Light Manufacturing	P	P	P	P	X
Heavy Manufacturing	—	P	P	P	X
Special Manufacturing	—	P	—	P	X
Natural Resource Extraction	—	P	—	—	
Recycling Sort Facilities and Electronics Recycling (paper/plastic/metal sorting-only and electronics recycling)	—	P	—	—	
Film and Media Production					
Film and Media Production	P	P	P	P	
Telecommunications, Towers, and Utilities					
Drainage & Major Utility, other	P	P	P	P	
Solar Energy Generation	—	—	P	P	X
Telecommunications, towers, and utilities	P	P	—	P	X
Wholesaling and Storage					
Outdoor Storage	~~P~~ —	P	P	P	X
Warehousing, Logistics, and Distribution	—	P	P	P	
TEMPORARY USES					
Construction Staging Area, Trailer, or Office	P	P	P	P	
Seasonal Outdoor Sales, Events	P	—	—	—	
ACCESSORY USES					
Commercial/Office Uses	A	A	A	A	X

Residential Use—Non-Primary	A	A	A	A	X
Parking Garage with/without Liner Building	A	A	A	A	
Recreational Vehicle Parking Stalls/ Hook-Ups	P	—	—	—	X

1. *Prohibited Uses.* The following uses are prohibited:
   a. All uses prohibited under FAA regulations;
   b. All adult amusement establishments;
   c. All residential uses, except as established under the accessory use category.
2. *Conditional Use Standards.*
   a. *Aerospace/Aviation/Defense District.*
      1) All uses in the Aerospace & Aviation District shall comply with all applicable FAA regulations.
   b. *Commercial Uses.*
      1) Agriculture and Animal Related.
         a) General Agriculture.
            i. Animals shall be confined to graze within the appropriate boundaries and cannot graze on surrounding properties and streets.
            ii. The keeping of large and small livestock animals shall comply with the City of Las Cruces Municipal Code.
         b) Small Animal Facilities.
            i. Kennels must be conducted within fully enclosed building. Outdoor pens shall be enclosed on all sides by a wall or fence at least six feet high.
            ii. This use must be screened as required by section "Walls, Fences and Screening."
      2) Food, Beverage, Hotel or Motel.
         a) Brewery and ~~micro brewery~~micro-brewery facilities, including tasting rooms.
            i. Alcohol sales for on-premises consumption is allowed, provided that the establishment complies with all New Mexico State law requirements.
      3) Motor Vehicle-Related.
         a) Vehicle Services.
            i. This use must be screened as required by section "Walls, Fences and Screening."
            ii. Vehicle repair, servicing, and maintenance shall be conducted within a fully enclosed building.
            iii. Recreational Vehicle Parking Stalls/ Hook-ups are ancillary to the primary use and cannot be a standalone land use.
      4) Offices and Commercial Services.
         a) Construction Contractor Facility and Yard.

i. This use must be screened as required by section "Walls, Fences and Screening."

5) Outdoor Entertainment.

a) Outdoor Entertainment.

i. Drive-In Theater use shall be enclosed with a wall, fence, or vegetative screen of at least six feet in height. A screen located less than 500 feet from Interstate 10 shall be shielded so that the picture surface cannot be seen from Interstate 10.

ii. All other outdoor entertainment uses shall include fencing or screening meeting the standards established in section "Walls, Fences, and Screening" designed to prevent any objects from passing beyond the property line and onto surrounding properties and streets. Uses shall be limited to one acre in size.

3. *Industrial Uses.*

a. *Manufacturing, Fabrications & Assembly.*

1) Cannabis cultivation, Infused Products Manufacturing.

a) This use shall comply with all New Mexico State law requirements.

2) Light Manufacturing.

a) All activities in this use shall be conducted within a fully enclosed building unless a Special Use Approval is obtained pursuant to the City of Las Cruces Special Use Permit Process.

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

c) This use may include a sales/display room for items manufactured on the property.

3) Heavy Manufacturing.

a) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

4) Special Manufacturing.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

b) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b. *Telecommunications, Towers, and Utilities.*

1) Solar Energy Generation.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

2) Telecommunications, Towers, and Utilities.

a) This use shall comply with the City of Las Cruces Municipal Code.

c. *Wholesaling and Storage.*

1) Outdoor Storage.

a) This use must be screened as required by section "Walls, Fences and Screening."

4. *Accessory Uses.*

a. *Accessory Commercial Uses.*

1) In all districts, all uses listed under the 'Food, Beverage, Entertainment & Lodging' use and 'Offices and Commercial Services' use category shall be permissive as an accessory use not to exceed a maximum of 40 percent of the gross floor area of the building for commercial purposes associated with that specific industrial or manufacturing use.

b. *Accessory Residential Use—Non-Primary.*

1) Residential use—non-primary is allowed for caretakers of the primary non-residential use and may be attached or detached.

F. *Administration and Enforcement.*

1. *Applicability.* The following development standards shall apply to all parcels located within the Overlay Zone District's boundary as identified on "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts." City of Las Cruces Municipal Code standards shall apply unless otherwise stated in the document.

2. *Non-Conforming.*

a. Uses and structures that are non-conforming with the standards of the Las Cruces Innovation and Industrial Park Overlay Zone District shall comply with this section.

1) There are two instances of non-conformance:

a) Instance 1: A non-conforming use/structure which was initiated/constructed prior to the adoption of the Overlay Zone District standards.

b) Uses that are classified as instance 1 may continue in perpetuity unless the use ceases for a period of no less than 12 consecutive months. However, the use/structure cannot be expanded, enlarged, or extended.

c) Instance 2: A non-conforming use/structure initiated/constructed after the adoption of the Overlay Zone District standards.

d) Uses that are classified as instance 2 shall be brought into compliance immediately and shall not be permitted to expand.

G. *General Development Standards.*

1. *Streets and Public Right-of-Way.*

a. All streets within Las Cruces Innovation and Industrial Park must adhere to City of Las Cruces Design And Roadway Construction Standards currently amended/adopted.

b. Property owners shall provide dedicated right-of-way including easements for trail corridors and pedestrian facilities.

c. The property owner is responsible to provide landscaping in accordance with standards outlined in this section in contiguous parkways and medians at the time of site development.

d. All additions, rehabilitation, remodeling, or structural modifications to existing buildings with a value of $100,000.00 or more, including all new parking lots require installation of parkway and median landscaping.

e. Landscape in parkways and medians shall be maintained by the property owner of the contiguous property.

2. *Dimensional Standards.*

a. All buildings and structures within Las Cruces Innovation and Industrial Park will be limited to the following development requirements:

TABLE 2. Dimensional Standards	
Minimum Lot Width	60 feet
Minimum Lot Depth	70 feet
Front Setback, Minimum	25 feet
Secondary Front Setback, Minimum	25 feet
Side Yard Setback, Minimum	20 feet
Rear Setback, Minimum	25 feet
Building Height, Maximum	100 feet

3. *Site Layout.*

a. Orient building entries, office areas, showrooms and/or lobbies, and amenities to front the primary public street.

~~b. Conceal loading docks, service areas, and mechanical equipment with the placement of buildings and circulation from primary streets.~~

~~c. Public and visitor areas shall be separated from truck delivery and maneuvering areas, as illustrated in "Figure 3. Site Orientation."~~

bd. On-site circulation shall have an adequate length of stacking for industrial facilities, e.g. loading docks, terminals, etc. that do not interfere with the movement of traffic (on- or off-site) and/or pedestrian areas.

ce. Outdoor lighting shall follow the regulations provided in the City of Las Cruces Outdoor Lighting Ordinance.

df. Provide on-site pedestrian walkways at a minimum six-foot clear width that are separate from drive aisles to connect to primary building entrances.

eg. A public space such as an outdoor patio space, plaza, or courtyard shall be provided for any buildings greater than or equal to 75,000 square feet. For lots with more than one building, shared public spaces are permitted.

f. Sidewalk installation is required with any development located on the north side of Interstate 10.

g. Sidewalk installation is not required with any development located on the south side of Interstate 10.

4. *Parking.*

a. ~~No parking supply minimums are required.~~Parking requirements for automobiles and bicycles are set for land uses as noted in the adopted Land Use Table. Requests to reduce parking requirements shall be evaluated on a case-by-case basis by the Economic Development Director or designee.

b. Accessible parking shall be provided according to Federal ADA parking standards.

~~c. Motorcycle and bicycle parking spaces shall be provided according to the Off-Street Parking Regulations of the City of Las Cruces Municipal Code.~~

c~~d~~. Landscaped islands and medians shall be incorporated into parking areas to provide shade, define parking areas and pedestrian access, and allow for passive water harvesting. See "Landscaping" for requirements.

d~~e~~. Surface runoff in parking lots shall be directed to landscaped passive water harvesting areas.

e~~f~~. A minimum of 20 percent of parking spaces provided shall use previous materials such as previous concrete, previous asphalt, permeable pavers, compacted gravel or gravel. If gravel is used, a minimum of four-inch base course that is compacted to ensure stabilization of gravel is required.

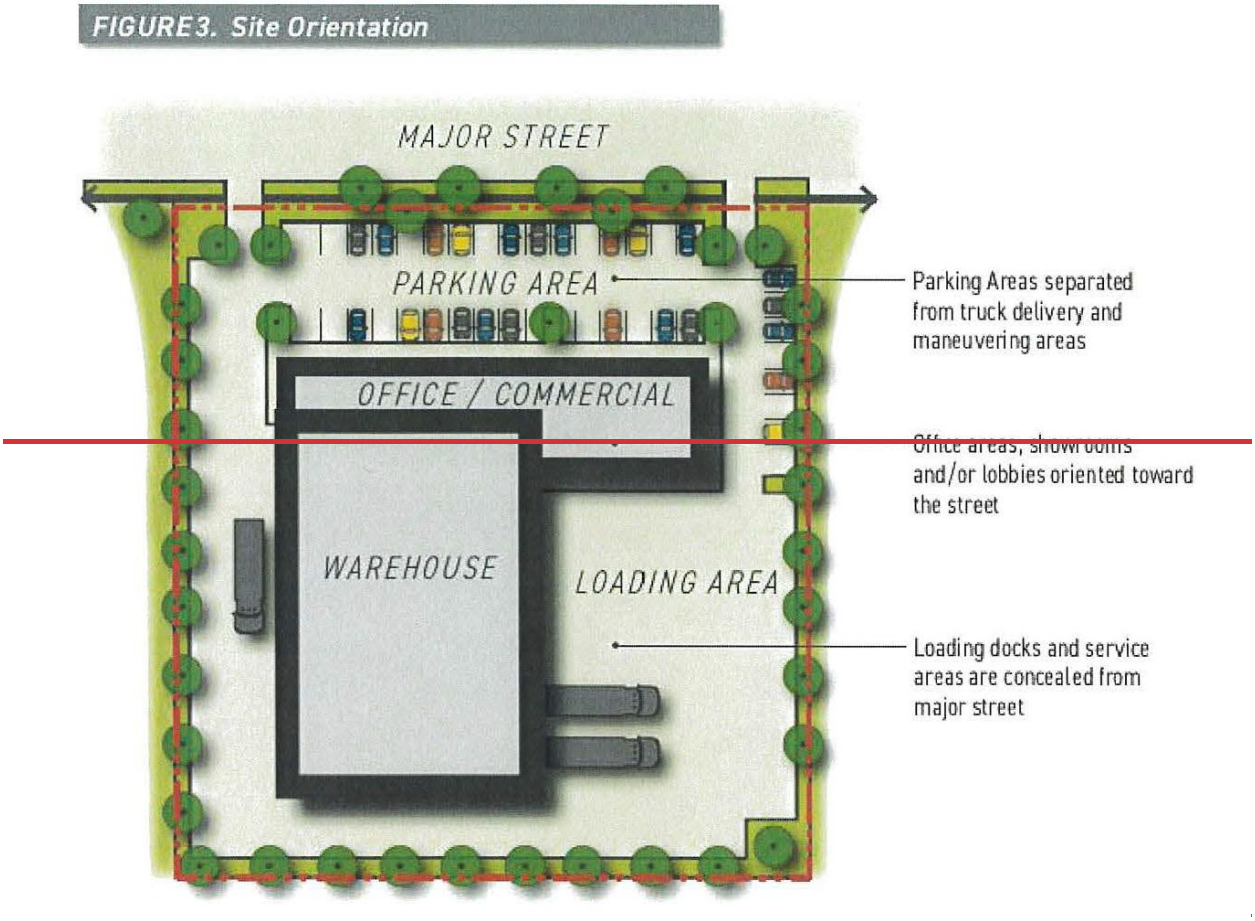
f~~g~~. Carports, including solar carport canopies, are allowed within surface parking lots, provided the materials are compatible with the building architecture.

g~~h~~. Fleet vehicle parking and loading docks shall not be located along the site main frontage. The placement of such facilities shall be located in the rear half of the site, secondary front, or behind the principal structure. ~~For corner lots, the frontage that includes the main entrance to the building shall serve as the site main frontage.~~

h~~i~~. Outdoor storage areas used for fleet vehicles shall be paved or use a similarly compacted material that is stable and does not produce dust.

~~j. Bike racks shall be provided per the City of Las Cruces Municipal Code which requires two bicycle parking spaces per 20 employees on maximum shift.~~

i~~k~~. Bike parking shall be located at the primary entrance of the primary building.



5. *Architecture.*

   a. *Building Materials.*

      1) Buildings shall be designed to incorporate contemporary architectural styles and materials to create the appearance of a state-of-the-art industrial park. Common elements such as architectural style, color, materials and ornamentation shall be used to create a cohesive park identity.

      2) Permitted materials include:

         a) Exterior plaster or stucco.

         b) Architectural metal; decorative panels, structural elements and decorative support or trim members.

         c) Precast concrete and tilt-up wall systems.

         d) Textured, patterned and/or integrally colored cast-in-place concrete.

         e) Integrally colored, precast CMU (concrete masonry units), provided that surfaces are molded, serrated or treated to give wall surfaces a three-dimensional texture.

         f) Brick.

g) Natural stone.

h) Glass curtain wall systems.

3) Higher quality materials shall be utilized to draw attention to the office areas and entrances. Higher quality materials include architectural metal, decorative panels, structural elements and decorative support or trim members, brick and natural stone, among others.

4) The use of reflective or shiny metallic roofs shall be prohibited.

b. *Massing.*

1) Building heights, massing and setbacks shall be varied, to define the different functions within a building such as offices and warehousing.

2) Primary buildings shall have clearly defined entries. To emphasize entries, one or a combination of the following elements shall be applied; portals, overhangs, fenestration, canopies, material and color changes. The "large box" components of the industrial buildings that are visible from a public right-of-way shall feature both vertical and horizontal articulation and be compatible with the more articulated office area.

3) Metal structures are acceptable; however, they must visually tie to other building elements, such as the office, storage areas, etc.

4) Temporary or portable buildings shall be limited in use for construction purposes only.

c. *Screening.*

1) Exposed industrial systems and equipment shall be architecturally integrated or screened unless otherwise determined by the Community Development Director upon consultation with the Economic Development Director.

2) All heavy industrial processing, assembling of materials shall be conducted within an enclosed structure or be screened according to "Walls, Fences and Screening."

6. *Landscaping.*

a. *General Provisions.*

1) ~~A minimum of ten percent of the site must be landscaped.~~ Landscaping Calculations and Definitions. For all developments within the Las Cruces Innovation and Industrial Park, the following formula shall be used to calculate the amount of landscape area is required:

Total Lot Area multiplied by the following percentages, not exclusive of building area:

Lot Size	Percentage Landscaped
1.00 to 4.00 acres	12%
4.01 to 8.00 acres	10%
8.01 to 12.00 acres	8%
>= 12.01 acres	6%

2) One-fourth~~half~~ of the total area required to be landscaped shall be located within the front setback area of the property.

3) Where the site exceeds one acre, only the portion of the site that includes the operational area where the primary building is situated and is being developed/disturbed shall be calculated. If the area to be left undeveloped/undisturbed is disturbed during construction, replacement of vegetation is required.

~~4) Where buildings occupy corner lots, double fronting lots or triple fronting lots, a minimum of one-fourth of the required landscaping shall be located within each of the front setback areas.~~

4~~5~~) Passive water harvesting drainage swales shall be ~~installed~~considered and installed when possible within landscape areas to capture runoff from impervious surfaces as illustrated in "Figure 4. Drainage Swales."

5) Impervious areas shall be graded to drain into drainage swales. Drainage swales shall be designed as follows:

a) Swale channel alignments and side slopes must be designed in close coordination with civil engineers to ensure that they convey stormwater while minimizing erosion damage.

b) Swales shall capture at minimum the first flush of a storm event.

c) Swale side slopes shall not exceed 4:1. Where adjacent to walkways or accessible hardscape areas they shall not exceed 6:1.

d) Runoff that enters the swale in a sheet flow fashion requires that the edge of the swale be flush with grade. Where curbs are necessary, intermittently spaced curb cuts shall be installed to allow runoff to enter the swale. Curb cuts shall be at least 18 inches wide and spaced from three to 15 feet apart.

6~~7~~) For further guidance on design and installation of drainage swales in landscape areas, refer to the NMDOT National Pollutant Discharge Elimination System (NPDES) Manual.

b. *Plant/Landscape Materials.*

1) The Las Cruces Airport Landscape Plan shall be used as a guide for acceptable plant materials.

2) Living plant material shall be provided according to the following:

a) A minimum of one live tree shall be provided for every 1,000 square feet of required landscaped area.

b) A minimum of twenty~~20~~ live shrubs shall be provided for every 1,000 square feet of required landscaped area.

c) One hundred square feet of ground-over or ten one-gallon size plants shall be provided for every 1,000 square feet of required landscaped area.

3) ~~A minimum of five species must be used in the landscaped area.~~ Plant substitution is permitted following the CIty of Las Cruces Design Standards.

4) Minimum plant material sizes at the time of installation shall be:

a) Deciduous Canopy Trees and Deciduous Accent Trees—Two-inch Caliper.

b) Evergreen Trees—Ten-foot Minimum height.

c) Shrubs and groundcover—One gallon minimum.

5) Xeriscape or drought tolerant landscaping is required for all provided landscaping areas.

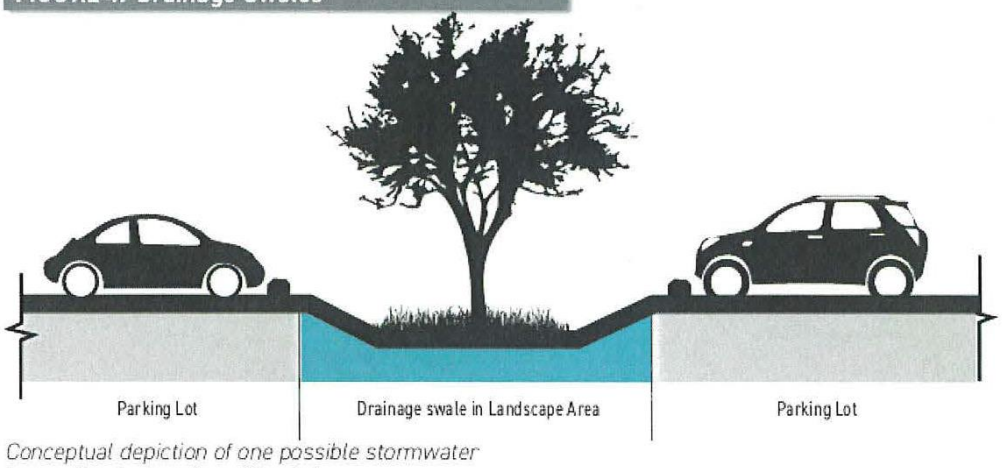
6) Gravel, rock mulch or organic mulch, and similar mulch materials are acceptable within landscape areas. If gravel is used as ground cover, its use shall be limited to a maximum of 75 percent within landscape areas.

7) Gravel, colored rock, and similar mulch materials shall not be permitted north of Interstate 10.

8) All plant material shall be maintained by the owner in a living, attractive condition. All areas shall be free of weeds.

9) If used, weed barriers shall be permeable to optimize stormwater infiltration and prevent runoff.

FIGURE 4. Drainage Swales



Conceptual depiction of one possible stormwater harvesting feature in parking lot.

c. *Off-street parking lots.*

1) Off-street parking lots shall have one tree for every ten parking spaces. Where covered carports are utilized, this requirement may be reduced or eliminate the tree requirement within parking lots through a determination of the Community Development Director. The Community Development Director shall consider the overall landscaping plan and the scale of the development to determine if covered carports shall either reduce or eliminate the tree requirement within parking lots.

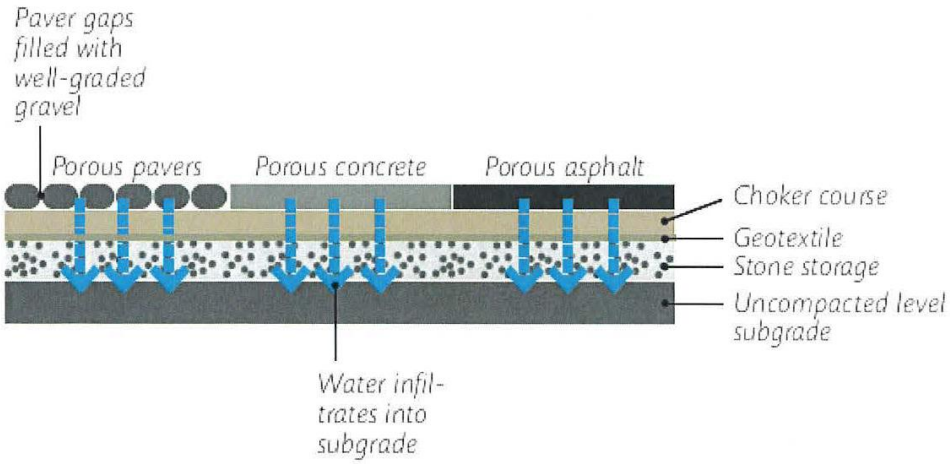
2) The minimum size of tree planters within off-street parking lots shall be 60 square feet per tree.

3) In parking lots of 100 spaces or more, the ends of parking aisles shall be defined as landscaped islands no narrower than eight feet in any dimension.

4) Off-street parking lot landscaping standards do not apply to fleet vehicle parking areas.

5) Any landscaping provided to meet the off-street parking lot standards will be credited towards the overall site ten percent landscape requirement.

FIGURE 5. Porous Surface with Typical Features



7. *Walls, Fences and Screening.*

   a. The maximum allowed height for a fence depends on where the fence is located on a property. All fences and walls shall comply with the height limits established in "Table 3. Maximum Wall Height Standards" and illustrated in "Figure 6. Wall Height."

TABLE 3. Maximum Wall Height Standards	
Within required primary front yard setback	*8'*
Within secondary front yard setback	*10'*
Within tertiary front yard setback	*10'*
Within required ~~sideyard~~side yard setback	*10'*
Within required ~~rearyard~~rear yard setback	*10'*
Within the clear sight triangle at the intersections of streets and driveways	3'

FIGURE 6. Wall Height

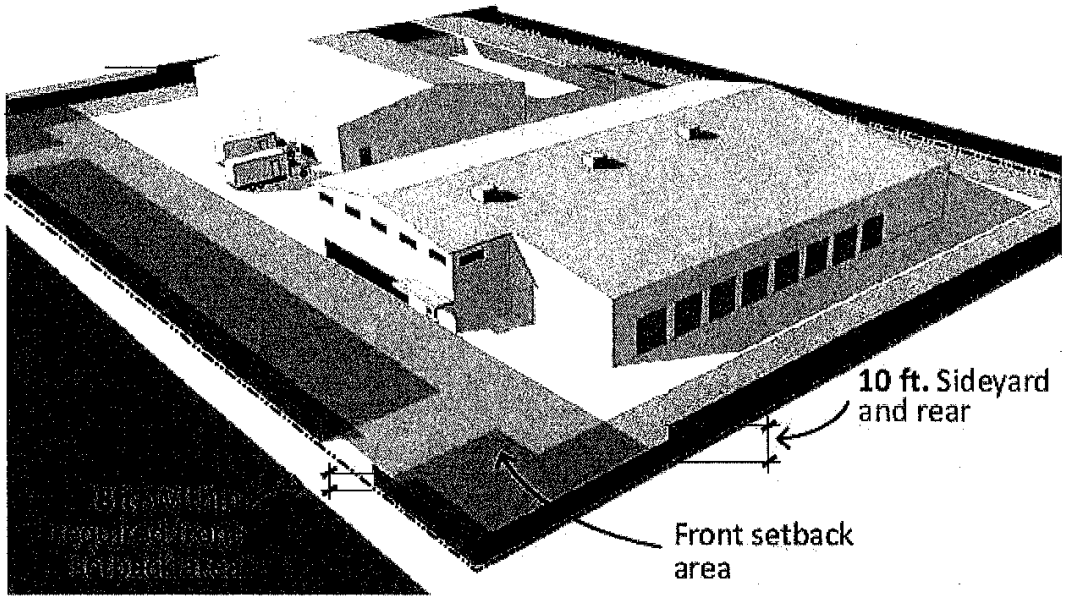


FIGURE 7. View Fencing in the Front Setback Area

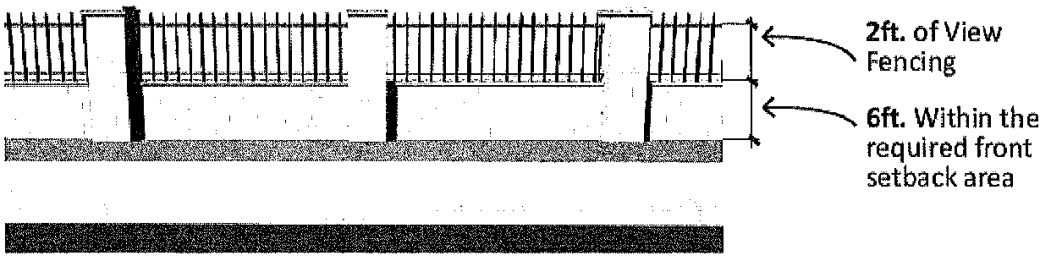
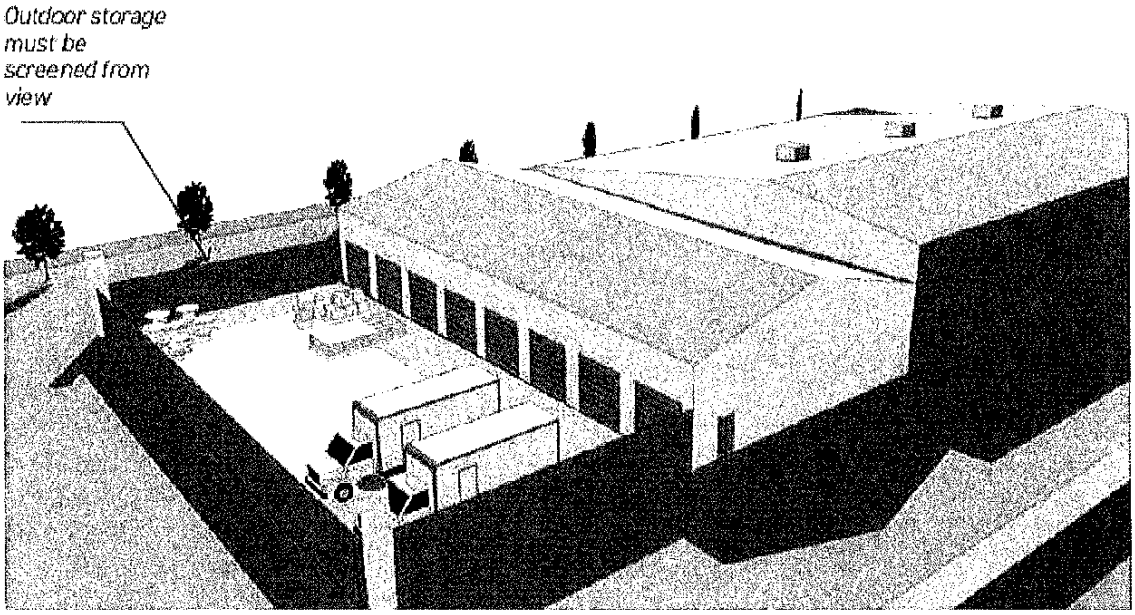


FIGURE 8. Storage Screening



b. Within the required front setback area, the maximum allowable fence height is eight feet if two feet consists of view fencing. If opaque fencing is applied, the maximum height is six feet.

c. The finish of walls and fences shall be constructed of durable materials manufactured for exterior use and shall be weather and decay-resistant, which are compatible with the adjacent building(s) in regard to materials, detailing, and color. Acceptable materials include:

   1) Stucco over concrete masonry units (CMU).

   2) Split face block.

   3) Brick.

   4) Stone.

   5) Curved interlock blocks.

   6) Gabions.

   7) Tubular steel, wrought iron bars, or other grill work.

d. Unfinished solid CMU or chain link are acceptable materials, except in areas visible from the public rights-of-way.

e. The use of razor ribbon (concertina), barbed wire, or cyclone fencing is prohibited.

f. Any required screening of mechanical equipment and support/services areas shall be accomplished by one of the following:

   1) An architectural building element, such as a wing wall, that screens the equipment or area being screened;

2) A wall or fence of a height equal to or greater than the height of the equipment or area being screened. Walls or fences shall incorporate at least one of the primary materials and colors of the nearest wall of the primary building; or

3) A vegetative screen planted along the full length of the equipment or area to be screened of a height equal to or greater than the height of the equipment or area to be screened at the time of planting.

8. *Signage.*

a. All signs shall comply with the City of Las Cruces sign code except as outlined below.

b. All signs shall be designed in accordance with the Overlay Zone District's adopted signage plans and regulations.

c. At key locations such as intersections, joint tenant/monument signs shall include language in Spanish, Braille and larger print for sight-impaired populations.

d. Vehicular directional signage within public right-of-way or on City property shall be exempt from signage standards.

e. Freestanding Monument Signs.

1) Freestanding monument signs will be limited to a maximum of one per ~~100 feet of~~ street frontage.

2) ~~The maximum signage size shall not exceed 50 square feet.~~ The maximum signage size shall not exceed 450 square feet for lots adjacent to interstate frontage. The maximum signage size for all other lots shall not exceed 50 square feet.

3) ~~The maximum height of monument signs shall not exceed 12 feet.~~ The maximum height shall not exceed 80 feet for lots adjacent to interstate frontage. The maximum height for all other lots shall not exceed 18 feet.

4) Monument signs shall match the architectural style, color, materials and ornamentation of the primary building(s).

5) For all lots with more than one monument sign, all signs shall be of uniform design and materials.

6) Free standing monument signage is permissive at the primary park entrances.

7) The maximum height for directional signage is 6 feet.

f. Building Mounted Signs.

~~1) One building mounted sign per tenant is permitted.~~

~~2) Buildings that front more than one public right-of-way may have one (1) building mounted sign per facade facing one public right-of-way.~~

1~~3~~) Building mounted sign size shall not exceed ten percent of the building facade to which it is applied.

2~~4~~) Building mounted signs may not project more than 15 inches from the wall.

3~~5~~) Building mounted signs shall have contrasting colors from the background and text height and font that ensures readability, but must blend with the architectural style, color, materials and ornamentation of the main building(s).

46) No building mounted sign shall intrude upon architectural features including windows, columns, or canopies or decorative features.

g. Temporary Signage.

1) Temporary construction signs shall be permitted in accordance with the City of Las Cruces sign code, with the following exceptions:

a) For properties less than ten acres, one sign is permitted not to exceed 64 square feet in sign area and eight feet in height.

b) For properties in excess of ten acres, one sign is permitted not to exceed 96 square feet in sign area and eight feet in height.

h. Prohibited Signage.

1) The following sign types are prohibited within the Las Cruces Innovation and Industrial Park:

a) Banners.

b) Billboards.

c) Portable or temporary signs, except for those permitted above.

d) Window Signs.

i. Signage Illumination.

1) Exterior and interior illumination will be allowed for both attached and freestanding signs, provided they comply with the following standards:

a) Signs that are illuminated shall have concealed lighting fixtures. This provision applies also to neon tubing and fluorescent fixtures.

H. *Definitions.*

Accessory, commercial/office uses. Any offices and commercial services and food, beverage uses listed in "Table 1. Use Table." These uses must be incidental to the primary use.

Accessory, residential use—non-primary. An accessory dwelling on a nonresidential premise, occupied by the person who oversees the nonresidential operation 24 hours a day.

Cannabis cultivation and *cannabis-infused products manufacturing.* A facility in which cannabis is grown, harvested, dried, cured, or trimmed. This use may also include the process in which a product is infused with cannabis that is intended for use or consumption other than by smoking including but not limited to, edible products, ointments, and tinctures.

Commercial services and *general retail.* An establishment providing for the retail sale of general merchandise or food directly to the consumer; this includes, but is not limited to, sale of general merchandise, clothing and other apparel, flowers and household plants that are not grown on-site, dry goods, convenience and specialty foods, hardware and similar consumer goods, or other retail sales.

Construction contractor facility and yard. A building and related outdoor area used to store and maintain construction equipment and materials including, but not limited to, plumbing, electrical, carpentry, roofing, and landscaping, and facilities customarily required in the building trade by a construction contractor. Any outside storage is required to be screened with an opaque fence.

Contemporary style architecture. The use of innovative and new construction technologies and materials with a focus on steel, reinforced concrete, and glass, clean lines and a form that follows function.

Drainage and major utility, other. A facility regulated as a public utility or common carrier by the state or other relevant jurisdiction or agency, including, but not limited to, major telephone facilities, natural gas facilities, water treatment plants, water pump stations, sewage treatment plants, stormwater drainage facilities, irrigation facilities, or similar public services. Major facilities are those sized or designed to serve the entire park, or a wide area of the park.

Film and media production. Outdoor or enclosed entertainment-related facilities including, without limitation, movie studios and production facilities, distribution facilities, editing facilities, catering facilities, printing facilities, postproduction facilities, set construction facilities, sound studios, special effects facilities and other entertainment-related production operations.

Fire and police station. A public facility operated by a governmental agency where fire engines and other equipment are housed, and from which calls for emergency fire responses are handled. This use may include administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles excluding, however, correctional institutions.

Fleet vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. A fleet vehicle may also be a commercial vehicle.

Fleet vehicle parking. Parking of fleet vehicles.

Freight house or *truck terminal.* Property or building used primarily for freight pick-up or distribution and the temporary parking of trucks of common or contract carriers during loading or unloading, including necessary warehouse space for storage of transitory freight. May also include intermodal distribution facilities for truck or shipping transport. Accessory uses may include, but are not limited to, a truck wash and loading and unloading from rail spurs.

General agriculture. Any use of land for the purpose of production of crops and horticulture specialties, the raising of livestock and poultry, and the processing, packaging, storage and sale of agricultural products which are raised on the premises, and including all the types of structures normally associated with these uses, such as storage bins, barns, sheds, tool houses, greenhouses, garages, and any other use or facility ancillary to farming or open land. This use may also include the growing of plants for wholesale or retail sales, which may take place outside or in greenhouses. Outdoor sales of plants are allowed.

Heavy manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins, or liquors. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. However, this use does not include processes that input or create hazardous byproducts, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including, but not limited to, explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas. These processes are covered under the special manufacturing zone.

Higher education, vocational school. A private institution that provides full-time or part-time education beyond high school, including college, university and vocational schools that provides specialized training and education beyond the high school level.

Indoor entertainment/recreation venues. A commercial indoor entertainment venue where food, nonalcoholic beverages or other refreshments may be obtained for consumption on the premises and where floor shows, bands or other forms of entertainment may be provided for customers. This use also includes health club or gyms, and non-medical service establishment intended to maintain or improve the physical condition of persons.

Light manufacturing. Assembly, fabrication, or processing of goods and materials, primarily conducted within an enclosed building, which is designed, built and maintained so as to prevent smoke, noise, glare, dust, odors or other development impacts from being detected beyond the boundaries of the property. Assembly, fabrication, or processing may include compounding, processing, assembling, packaging or testing of goods. This use does not include any use that meets the definition of Heavy Manufacturing or Special Manufacturing.

Military and law enforcement agency. A public facility operated by the federal government where engines and other equipment are housed. This use may also include administrative offices, storage of equipment, and grounds for training and practice.

Natural resource extraction. On-site extraction of surface or subsurface mineral products or natural resources, including solids, such as coal and ores; liquids, such as crude petroleum; and gases, such as natural gases. Uses may include quarries, borrow pits, sand and gravel operation, mining, soil mining, rock crushing, screening, and the accessory storage of explosives

Nightclub and *bar.* An establishment that is devoted to the selling or serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of those beverages, including taverns, nightclubs, cocktail lounges and cabarets.

Offices and *research facility.* A premise where professional, clerical, business management or public administration work is carried out and where the sale of merchandise on the premises is totally absent or a very limited activity in support of the work being carried on. This use may also include a medical or dental clinic for patients that are not lodged overnight and research and testing facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Outdoor entertainment. An outdoor commercial or entertainment activity that is open to the general public. This use may include outdoor markets, drive-in theater, stadium or other entertainment and recreation activities like batting cages, golf driving ranges, miniature golf courses, go-cart tracks, skating rinks, skateboard parks, swimming pools, tennis courts, or sports courts.

Outdoor storage. The keeping of any goods, material, or merchandise outside of a building in the same place.

Parking garage with/without liner building. A combination of structures for parking and a mix of uses (commercial, residential, office) where parking is designed to be concealed from view and levels of parking are at-grade, above grade, or partially below grade (but not fully underground). A liner building is a specialized building that may be built as part of the parking structure or separate; it is parallel to the street and designed to conceal a parking structure from the street with active ground floor uses such as retail shops or residential stoops. A parking garage may be designed without a liner building provided that it is designed in such a way so as to incorporate active ground floor uses, architectural features and articulated elements to mitigate blank walls and screen parking.

Recycling sort facilities and *electronic recycling.* A facility that sorts reusable materials in preparation for introduction into an industrial process by which the material is transformed into a new product in such a manner that the original identity as a product is lost. Material is limited to paper, plastic, and metal as well as electronics recycling.

Small animal facilities. A facility that serves small animals for their care and treatment. This use may include outdoor pens for temporary animal holding. This use does not include animal raising.

Solar energy generation. The use of land or buildings as locations for mounting of solar collectors or other devices that rely on sunshine as an energy source and are capable of collecting, distributing, or storing the sun's radiant energy.

Special manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such

as lubricating oils, plastics, resins. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. This use includes processes that input or create hazardous by-products, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including but not limited to explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas.

Telecommunications, towers, and utilities. Any facility used for wireless communications, usually consisting of a support structure for antennas, equipment shelters or cabinets, and/or other transmission and reception devices used for business or commercial purposes.

Temporary, construction staging area, trailer, or office. Temporary use of a structure, including a mobile office, as a construction site office by a building contractor while a specific project is under construction, or as a real estate office during the construction and initial marketing phase of a new development.

Temporary, seasonal outdoor sales, events. Temporary outdoor or indoor retail display and sales of new or used goods, produce, and/or handcrafts or services associated with the season or a cultural event such as sales of fireworks, pumpkins, Christmas trees, or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales. Incidental sales of food and beverages is allowed.

Vehicle services. Commercial services dealing with vehicles. This use may include car wash, vehicle and equipment sales, rental, fueling, recreational vehicle parking stalls and hook-ups, and repair.

Warehousing, logistics and distribution. Building or premise in which goods, merchandise or equipment are stored and frequent heavy trucking activity may occur. Open storage of material, or nuisances such as dust, noise, and odors may be part of this use.

(Ord. No. 2982 , § (I)(Exh. A), 8-16-21)

Editor's note(s)—Ord. No. 2982 , § (I)(Exh. A), adopted Aug. 16, 2021, repealed the former § 38-46 and enacted a new § 38-46 as set out herein. The former § 38-46 pertained to WMIP—West Mesa Industrial Park Overlay Zone District, and derived from Ord. No. 2354, § I, adopted Jan. 22, 2007.

CITY OF LAS CRUCES

CODE AMENDMENT

Planning & Zoning Commission 08/27/2024

CASE ZCA-24-01: Zoning Code Amendment

STAFF CONTACT:	Sara Gonzales, (575) 528-3471, sgonzales@lascruces.gov
OWNER:	N/A
REPRESENTATIVE:	N/A
DISTRICT:	Council District 4
REQUEST:	Repeal and Replace the Las Cruces Municipal Code Section 38-46, Las Cruces Innovation and Industrial Overlay Zone District (LCIIP)
RELATED APPLICATIONS:	N/A
RECOMMENDATION:	Approval

SUMMARY OF REQUEST CASE ZCA-24-01

The City of Las Cruces is requesting to repeal and replace Chapter 38, Article V, Section 38-46, Las Cruces Innovation and Industrial Overlay Zone District, of the City of Las Cruces Municipal Code (LCMC). The amendments include changes to the land uses, parking, sidewalks, landscaping, and signage requirements. LCIIP replaced the West Mesa Industrial Park on August 16, 2021, via Ordinance 2982.

SUMMARY OF RECOMMENDATION:

Approval based on the findings listed below:

- The proposed amendments will continue to allow the region to be competitive with the rising industrial market.
- The proposed amendments take into consideration the economic stakeholder's analysis and allow for staff to implement the necessary changes for future growth.
- Updating model codes every few years is optimal to ensure new technologies, materials and methods, as well as better approaches to health and safety, can be incorporated into the next generation of buildings and development with sufficient time for proof of performance.

PROPOSAL

PROJECT RESEARCH:

New policies and plans should be evaluated and compared to other jurisdictions to ensure healthy growth as development increases. Since the adoption of the Las Cruces Innovation and Industrial Park Overlay Zone District several opportunities for new development have been proposed, but some regulations make the project unfeasible. By reviewing and addressing the regulations every few years staff can identify what improvements can be made to encourage economic growth.

As part of staff's research related to industrial parks we came across guidelines for "Planning and Managing Sustainable Industrial Parks" published by the United Nations Industrial Development Organization (UNIDO) along with Michigan State University in 2017. The guidelines distinguished between the end users, land uses, and the necessary improvements for development to be successful. The industrial park is configured into three categories: research and development, manufacturing and warehousing, and agro-industrial. The improvements for each category differ based on the end users and are outlined below.

Research and Development are multi-functional to include offices, labs, research facilities, technology with light manufacturing and limited storage. This area should have walkable space, increased landscaping on graded areas, connections between structures, enhanced building design, quality utility services, and oriented to pedestrian traffic.

Manufacturing and warehousing require loading bays, easy parking lot circulation, large metal structures, basic utilities, and minimum landscaping. There is a low ratio of employees to space, so the site is oriented around large vehicle traffic such as 18-wheelers.

Agro-Industrial are regional farms that will need utilities for processing, storage, packaging, marketing, distributions, and selling. The facilities can be small and medium sized farming operations with heavy vehicle traffic.

The proposed succession plan outlined by UNIDO guided staff to consider that the layout for the industrial park can be separated by north and south. The north side is oriented to technology, science, research, office and lab uses. It is pedestrian oriented by adding sidewalks and trail systems to get between buildings whenever possible. The south side is oriented to manufacturing, distribution, and processing. It is oriented more toward large vehicle traffic and requires proper site circulation. Overall, the proposed amendments align with improving development while meeting the needs of the end users.

PROPOSED STANDARDS

Land Uses:

Removing Outdoor Storage from Commercial- commercial is limited in the industrial park and staff is encouraging retail, restaurants, and hotels to complement the airport.

Adding Recreational Vehicle Parking Stalls/ Hook-Ups- ancillary to vehicle services to provide parking and utility services for interstate travelers.

Parking:

Parking requirements for automobiles and bicycles are set for land uses as noted in the adopted Land Use Table. Requests to reduce parking requirements shall be evaluated on a case-by-case basis by the Economic Development Director or designee. Staff is requesting to list minimum standards to provide direction to design professionals with flexibility of reducing the parking if the minimum is not necessary and preserve the natural environment.

Sidewalks:

Sidewalk installation is required with any development located on the north side of Interstate 10. Creating a walkable area for research, technology, educational, and office land uses based on the recommendations of UNIDO.

Sidewalk installation is not required with any development located on the south side of Interstate 10. Creating a manufacturing distribution area for large vehicle traffic with appropriate circulation based on the recommendations of UNIDO.

*Loves Travel Center was granted a variance and did not have to install sidewalks on Crawford Blvd. or Robert Larson on July 15, 2024, by City Council after a work session outlined the research drafted in this report.

Landscaping:

A scale was used in the West Mesa Industrial Park Plan but not implemented in the Las Cruces Innovation and Industrial Overlay Zone District. Due to its effectiveness, the scale has been added back to the LCIIP with an increase in vegetation. The land to required landscaping ratio allows for more flexibility, accomplishes landscaped sites, and supports the efforts of natural features to remain.

Signage:

Increase the height and square footage for signs adjacent to the interstate to 80 feet and 450 square feet.

Increase the height and square footage for signs not adjacent to the interstate to 18 feet and 50 square feet.

Increase height for directional signs to 6 feet due to 18-wheeler's visibility.

*The Planning and Zoning Commission has approved two variances to the height and square footage for proposed signs based on the analysis provided by the applicant. The analysis shows that visibility from the interstate in necessary to attract their customers.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Elevate Las Cruces Comprehensive Plan	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcel falls within the Business Park and Industrial place type. This place type is characterized as areas that are reserved for concentrations of warehousing, trade, transportation, research and development, manufacturing, and industrial uses.

This place type allows for the development of supporting infrastructure for freight traffic, water and sewer service needs.

The following goals, polices, and actions from Elevate Las Cruces are relevant to the staff recommendation as it relates to the proposed modifications to the zoning code request:

- Goal CP-4 - Diversification: Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
    - Policy CP-4.1: Focus and coordinate efforts to recruit businesses and industries to Las Cruces that enhance economic vitality and standard of living.
        - Action CP-4.3.3: Continue coordination efforts with regional economic development entities to attract, retain, and expand businesses within identified target industries that may include healthcare, energy, digital media, aerospace, manufacturing, defense, transportation and logistics, and value-added agriculture.
        - Action CP-4.1.5: Update the West Mesa Industrial Park master plan and development strategy and overlay to create a cohesive strategy and entice additional business development in the area.
    - Policy CP-4.2: Support efforts to be regionally and nationally competitive in regards to retaining and growing businesses, jobs, and students.
        - Action CP-4.2.2: Improve administrative process and procedures to eliminate barriers that impede the expansion of office, commercial or industrial developments.
    - Policy CP-4.4: Support efforts to be regionally and nationally competitive in regards to attracting economic development.
        - Action CP-4.4.4: Coordinate with regional economic development stakeholders such as Doña Ana County, New Mexico Border Authority, Borderplex Alliance, and Border Industrial Association to implement economic development strategies for the border.
        - Action CP-4.4.7: Impower city staff to recommend improvements to the existing policy framework to make Las Cruces more competitive in attracting new businesses, growing existing businesses, fostering entrepreneurship, and increasing job opportunities.

- Goal CE-2 – Areas of Special Consideration: Integrate new development into the community in a manner that complements significant built and natural features.
    - Policy CE-2.5: Support additional industry and business growth in the West Mesa Industrial Park.
        - Action CP-2.5.1: Update the West Mesa Industrial Park master plan and development strategy and overlay to develop strategies to stimulate business development in the area.

Elevate Las Cruces listed several goals and policies to encourage development within the LCIIP. The plan was to be reviewed and modified as needed to increase development

and be competitive with other markets. There were also some considerations to the installation of infrastructure within the Business Parks and Industrial place types. The plan stated that the "streets are designed to accommodate high volumes of large and heavy vehicle traffic in concentrated areas. Examples within Las Cruces includes the industrial park and airport complexes. Industrial street design standards differ from a typical thoroughfare by including wider curve radii to accommodate truck turning motions; thicker pavement to withstand heavier loads; and wider lanes to accommodate truck traffic." The proposed amendments will allow staff to implement the goals and policies in the adopted comprehensive plan.

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 relevant purpose and intent statements to the proposed amendments are:

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.
I. Minimize adverse environmental impacts of development.
J. Improve the design, quality, and character of new development.
K. Encourage development of vacant properties within established areas.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
N. Conserve the value of buildings and land.
O. Promote health, safety, and general welfare by regulating and restricting the
    1. Height, number of stories and size of buildings and other structures,
    2. Percentage of a lot that may be occupied,
    3. Size of yards, courtyards and other open space,
    4. Density of population,
    5. Location and use of buildings, structures and land for trade, industry, residence or other purposes.

The proposed modifications to this section of the zoning code do not conflict with any of the purpose or intent statements of the code. The adjustments would increase the potential for development in an area of the city that was Master Planned in 1996 and code requirements adopted in 1997. Furthermore, the proposed modifications will focus on the employees, visitors, and developer needs to increase business growth.

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

The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:

- Impairment of adequate supply of light and air to adjacent property;

- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

The proposed amendments do not pose any negative impacts on public health, safety, and welfare of the city. The industrial park's natural features mitigate noise, light and air quality. The code clarifications and proposed amendments reinforce adopted city policies and expands the potential for economic growth within the Las Cruces Innovation and Industrial Park.

ATTACHMENTS:

1. LCMC Chapter 38, Article V, Section 38-46 (Redline Version)
2. LCMC Chapter 38, Article V, Section 38-46 (Updated Version)

Sec. 38-46. LCIIP—Las Cruces Innovation and Industrial Overlay Zone District.

A. *Purpose.* The purpose of the Las Cruces Innovation and Industrial Park Overlay Zone District is to guide development within the Park and implement the policies found in the LCIIP Master Plan. It aims to promote the natural and existing environment within the Park, and encourage employment options for residents while enhancing the overall aesthetic features of the Park.

B. *Applicability of Industrial Park Overlay Zone District boundaries.* The Las Cruces Innovation and Industrial Park Overlay Zone District shall apply to all properties within the Overlay Zone District as identified in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts" below. Most of the Park is regulated by the Overlay Zone District requirements except a few parcels, as indicated in "Figure 2. Las Cruces Innovation and Industrial Park Zoning Designations." The Overlay Zone District includes permitted and prohibited uses along with development standards for site, architecture, landscape, and parking.

C. *Land Use Districts.* As established in Elevate Las Cruces, "Business Park and Industrial areas are reserved for concentrations or warehousing, trade, transportation, research and development, manufacturing, and industrial uses" (Elevate Las Cruces, Volume I, pg. 35).

The goal of the Land Use Framework is to accommodate a range of uses, with the intent of creating synergy between businesses with similar or complementary activities. The Land Use Framework also establishes a commercial district adjacent to Interstate 10. Uses such as restaurants and retail are permissive here to provide and encourage services to the local workforce. The Land Use Framework establishes four districts with specific permissive land uses. Since the Las Cruces Innovation and Industrial Park Overlay Zone District allows a wide variety of uses and covers almost all the land area within the Park boundary, the Land Use Framework establishes land use districts to group similar or complementary uses to provide a more organized built environment. The Land Use Framework, as illustrated in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts," breaks the Park down into four districts:

1. Value added agriculture;
2. Manufacturing/warehousing/distribution;
3. Aerospace/aviation/defense; and
4. Commercial.

The Value-Added Agriculture district is located south of Interstate 10 in the southeastern portion of the Park. It is intended to accommodate agriculture-related manufacturing and other processes that enhance the value of basic agricultural commodities. Most of the parcels are larger in size to provide sufficient land for these types of activities.

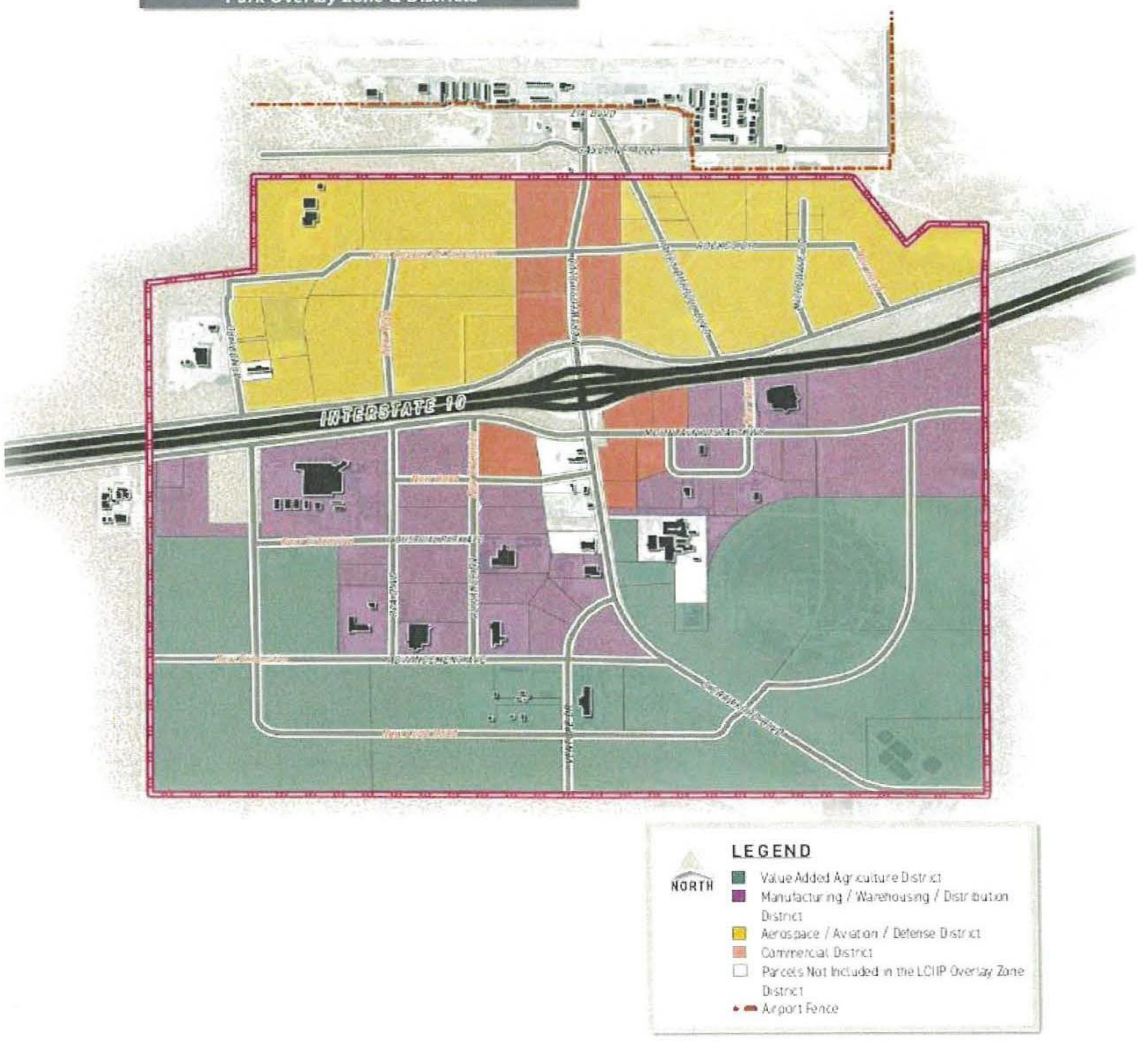
The Manufacturing/Warehousing/Distribution district is located south of Interstate 10 in the southwestern portion of the Park. It is intended to accommodate manufacturing, warehousing, and distribution types of uses. It offers a range of parcel sizes and has good access to the interstate.

The Aerospace/Aviation/Defense district is located north of Interstate 10 and is adjacent to the Las Cruces International Airport. It is intended to accommodate aviation- and defense-related uses and offers a range of parcel sizes with direct access to the airport.

The Commercial district is located adjacent to Crawford Boulevard, on both sides of the Interstate 10 interchange. It is intended to accommodate commercial uses that offer services to the local workforce and interstate-associated business opportunities. This district has smaller parcel sizes more suited for uses like restaurants, with good visibility and access from the interchange.

D. *Development Process.* All development within the Overlay Zone District shall follow the applicable City of Las Cruces development processes.

FIGURE 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts



E. *Land uses.* "Table 1. Use Table" allocates uses into four Land Use Districts. A dash ("-") indicates the use is not permitted while a "P" indicates that a use is permitted. An "A" indicates that a use is accessory. Associated Conditional Use Standards are indicated with an "X" and detailed in Section "Conditional Use Standards." This indicates that a use is permitted with conditions. Uses not specified in "Table 1. Use Table" will be determined by the City of Las Cruces Community Development Director in consultation with the City of Las Cruces Economic Development Director.

TABLE 1. Use Table					
— = Not permitted P = Permitted Use A = Accessory Use X = Existing Conditional Use Standard(s)	**Commercial District**	**Manufacturing/ Warehousing**	**Aerospace/ Aviation/ Defense District**	**Value Added Agriculture District**	**Conditional Use Standards**
RESIDENTIAL USES					
All Residential Uses (except accessory dwelling units as outlined under the Accessory Use category)	—	—	—	—	

CIVIC AND INSTITUTIONAL USES					
Higher Education, Vocational School	P	P	P	P	
Fire and Police Station	P	P	P	P	
Military and Law Enforcement Agency	—	P	P	P	
Parks and Open Space	P	P	P	P	
COMMERCIAL USES					
Agriculture & Animal Related					
General Agriculture	—	P	—	P	X
Small Animal Facilities	P	P	—	P	X
Food, Beverage, Entertainment & Lodging					
Brewery, Microbrewery Facilities, Tasting Rooms	P	P	—	P	X
Food, Beverage, Hotel or Motel	P	—	—	—	
Indoor Entertainment/Recreation Venues	P	—	—	—	
Nightclub and Bar	P	—	—	—	
Motor Vehicle-Related					
~~Freighthouse~~Freight House or Truck Terminal	—	P	P	P	
Vehicle Services	P	P	—	P	X
Offices and Commercial Services					
Offices and Research Facility	P	P	P	P	
Commercial Services and General Retail	P	—	—	—	
Construction Contractor Facility and Yard	—	P	P	P	X
Outdoor Entertainment					
Outdoor Entertainment	*P*	*P*	-	-	*X*
INDUSTRIAL USES					
Manufacturing, Fabrications & Assembly					
Cannabis Cultivation, Infused Products Manufacturing	—	P	—	P	X
Light Manufacturing	P	P	P	P	X
Heavy Manufacturing	—	P	P	P	X
Special Manufacturing	—	P	—	P	X
Natural Resource Extraction	—	P	—	—	
Recycling Sort Facilities and Electronics Recycling (paper/plastic/metal sorting-only and electronics recycling)	—	P	—	—	
Film and Media Production					
Film and Media Production	P	P	P	P	
Telecommunications, Towers, and Utilities					
Drainage & Major Utility, other	P	P	P	P	
Solar Energy Generation	—	—	P	P	X
Telecommunications, towers, and utilities	P	P	—	P	X
Wholesaling and Storage					
Outdoor Storage	~~P~~ —	P	P	P	X
Warehousing, Logistics, and Distribution	—	P	P	P	
TEMPORARY USES					
Construction Staging Area, Trailer, or Office	P	P	P	P	
Seasonal Outdoor Sales, Events	P	—	—	—	
ACCESSORY USES					
Commercial/Office Uses	A	A	A	A	X

Residential Use—Non-Primary	A	A	A	A	X
Parking Garage with/without Liner Building	A	A	A	A	
Recreational Vehicle Parking Stalls/ Hook-Ups	P	—	—	—	X

1. *Prohibited Uses.* The following uses are prohibited:
   a. All uses prohibited under FAA regulations;
   b. All adult amusement establishments;
   c. All residential uses, except as established under the accessory use category.
2. *Conditional Use Standards.*
   a. *Aerospace/Aviation/Defense District.*
      1) All uses in the Aerospace & Aviation District shall comply with all applicable FAA regulations.
   b. *Commercial Uses.*
      1) Agriculture and Animal Related.
         a) General Agriculture.
            i. Animals shall be confined to graze within the appropriate boundaries and cannot graze on surrounding properties and streets.
            ii. The keeping of large and small livestock animals shall comply with the City of Las Cruces Municipal Code.
         b) Small Animal Facilities.
            i. Kennels must be conducted within fully enclosed building. Outdoor pens shall be enclosed on all sides by a wall or fence at least six feet high.
            ii. This use must be screened as required by section "Walls, Fences and Screening."
      2) Food, Beverage, Hotel or Motel.
         a) Brewery and ~~micro brewery~~micro-brewery facilities, including tasting rooms.
            i. Alcohol sales for on-premises consumption is allowed, provided that the establishment complies with all New Mexico State law requirements.
      3) Motor Vehicle-Related.
         a) Vehicle Services.
            i. This use must be screened as required by section "Walls, Fences and Screening."
            ii. Vehicle repair, servicing, and maintenance shall be conducted within a fully enclosed building.
            iii. Recreational Vehicle Parking Stalls/ Hook-ups are ancillary to the primary use and cannot be a standalone land use.
      4) Offices and Commercial Services.
         a) Construction Contractor Facility and Yard.

i. This use must be screened as required by section "Walls, Fences and Screening."

5) Outdoor Entertainment.

a) Outdoor Entertainment.

i. Drive-In Theater use shall be enclosed with a wall, fence, or vegetative screen of at least six feet in height. A screen located less than 500 feet from Interstate 10 shall be shielded so that the picture surface cannot be seen from Interstate 10.

ii. All other outdoor entertainment uses shall include fencing or screening meeting the standards established in section "Walls, Fences, and Screening" designed to prevent any objects from passing beyond the property line and onto surrounding properties and streets. Uses shall be limited to one acre in size.

3. *Industrial Uses.*

a. *Manufacturing, Fabrications & Assembly.*

1) Cannabis cultivation, Infused Products Manufacturing.

a) This use shall comply with all New Mexico State law requirements.

2) Light Manufacturing.

a) All activities in this use shall be conducted within a fully enclosed building unless a Special Use Approval is obtained pursuant to the City of Las Cruces Special Use Permit Process.

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

c) This use may include a sales/display room for items manufactured on the property.

3) Heavy Manufacturing.

a) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

4) Special Manufacturing.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

b) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b. *Telecommunications, Towers, and Utilities.*

1) Solar Energy Generation.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

2) Telecommunications, Towers, and Utilities.

a) This use shall comply with the City of Las Cruces Municipal Code.

c. *Wholesaling and Storage.*

1) Outdoor Storage.

a) This use must be screened as required by section "Walls, Fences and Screening."

4. *Accessory Uses.*

a. *Accessory Commercial Uses.*

1) In all districts, all uses listed under the 'Food, Beverage, Entertainment & Lodging' use and 'Offices and Commercial Services' use category shall be permissive as an accessory use not to exceed a maximum of 40 percent of the gross floor area of the building for commercial purposes associated with that specific industrial or manufacturing use.

b. *Accessory Residential Use—Non-Primary.*

1) Residential use—non-primary is allowed for caretakers of the primary non-residential use and may be attached or detached.

F. *Administration and Enforcement.*

1. *Applicability.* The following development standards shall apply to all parcels located within the Overlay Zone District's boundary as identified on "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts." City of Las Cruces Municipal Code standards shall apply unless otherwise stated in the document.

2. *Non-Conforming.*

a. Uses and structures that are non-conforming with the standards of the Las Cruces Innovation and Industrial Park Overlay Zone District shall comply with this section.

1) There are two instances of non-conformance:

a) Instance 1: A non-conforming use/structure which was initiated/constructed prior to the adoption of the Overlay Zone District standards.

b) Uses that are classified as instance 1 may continue in perpetuity unless the use ceases for a period of no less than 12 consecutive months. However, the use/structure cannot be expanded, enlarged, or extended.

c) Instance 2: A non-conforming use/structure initiated/constructed after the adoption of the Overlay Zone District standards.

d) Uses that are classified as instance 2 shall be brought into compliance immediately and shall not be permitted to expand.

G. *General Development Standards.*

1. *Streets and Public Right-of-Way.*

a. All streets within Las Cruces Innovation and Industrial Park must adhere to City of Las Cruces Design And Roadway Construction Standards currently amended/adopted.

b. Property owners shall provide dedicated right-of-way including easements for trail corridors and pedestrian facilities.

c. The property owner is responsible to provide landscaping in accordance with standards outlined in this section in contiguous parkways and medians at the time of site development.

d. All additions, rehabilitation, remodeling, or structural modifications to existing buildings with a value of $100,000.00 or more, including all new parking lots require installation of parkway and median landscaping.

e. Landscape in parkways and medians shall be maintained by the property owner of the contiguous property.

2. *Dimensional Standards.*

a. All buildings and structures within Las Cruces Innovation and Industrial Park will be limited to the following development requirements:

TABLE 2. Dimensional Standards	
Minimum Lot Width	60 feet
Minimum Lot Depth	70 feet
Front Setback, Minimum	25 feet
Secondary Front Setback, Minimum	25 feet
Side Yard Setback, Minimum	20 feet
Rear Setback, Minimum	25 feet
Building Height, Maximum	100 feet

3. *Site Layout.*

a. Orient building entries, office areas, showrooms and/or lobbies, and amenities to front the primary public street.

~~b. Conceal loading docks, service areas, and mechanical equipment with the placement of buildings and circulation from primary streets.~~

~~c. Public and visitor areas shall be separated from truck delivery and maneuvering areas, as illustrated in "Figure 3. Site Orientation."~~

bd. On-site circulation shall have an adequate length of stacking for industrial facilities, e.g. loading docks, terminals, etc. that do not interfere with the movement of traffic (on- or off-site) and/or pedestrian areas.

ce. Outdoor lighting shall follow the regulations provided in the City of Las Cruces Outdoor Lighting Ordinance.

df. Provide on-site pedestrian walkways at a minimum six-foot clear width that are separate from drive aisles to connect to primary building entrances.

eg. A public space such as an outdoor patio space, plaza, or courtyard shall be provided for any buildings greater than or equal to 75,000 square feet. For lots with more than one building, shared public spaces are permitted.

f. Sidewalk installation is required with any development located on the north side of Interstate 10.

g. Sidewalk installation is not required with any development located on the south side of Interstate 10.

4. *Parking.*

a. ~~No parking supply minimums are required.~~Parking requirements for automobiles and bicycles are set for land uses as noted in the adopted Land Use Table. Requests to reduce parking requirements shall be evaluated on a case-by-case basis by the Economic Development Director or designee.

b. Accessible parking shall be provided according to Federal ADA parking standards.

~~c. Motorcycle and bicycle parking spaces shall be provided according to the Off-Street Parking Regulations of the City of Las Cruces Municipal Code.~~

c~~d~~. Landscaped islands and medians shall be incorporated into parking areas to provide shade, define parking areas and pedestrian access, and allow for passive water harvesting. See "Landscaping" for requirements.

d~~e~~. Surface runoff in parking lots shall be directed to landscaped passive water harvesting areas.

e~~f~~. A minimum of 20 percent of parking spaces provided shall use previous materials such as previous concrete, previous asphalt, permeable pavers, compacted gravel or gravel. If gravel is used, a minimum of four-inch base course that is compacted to ensure stabilization of gravel is required.

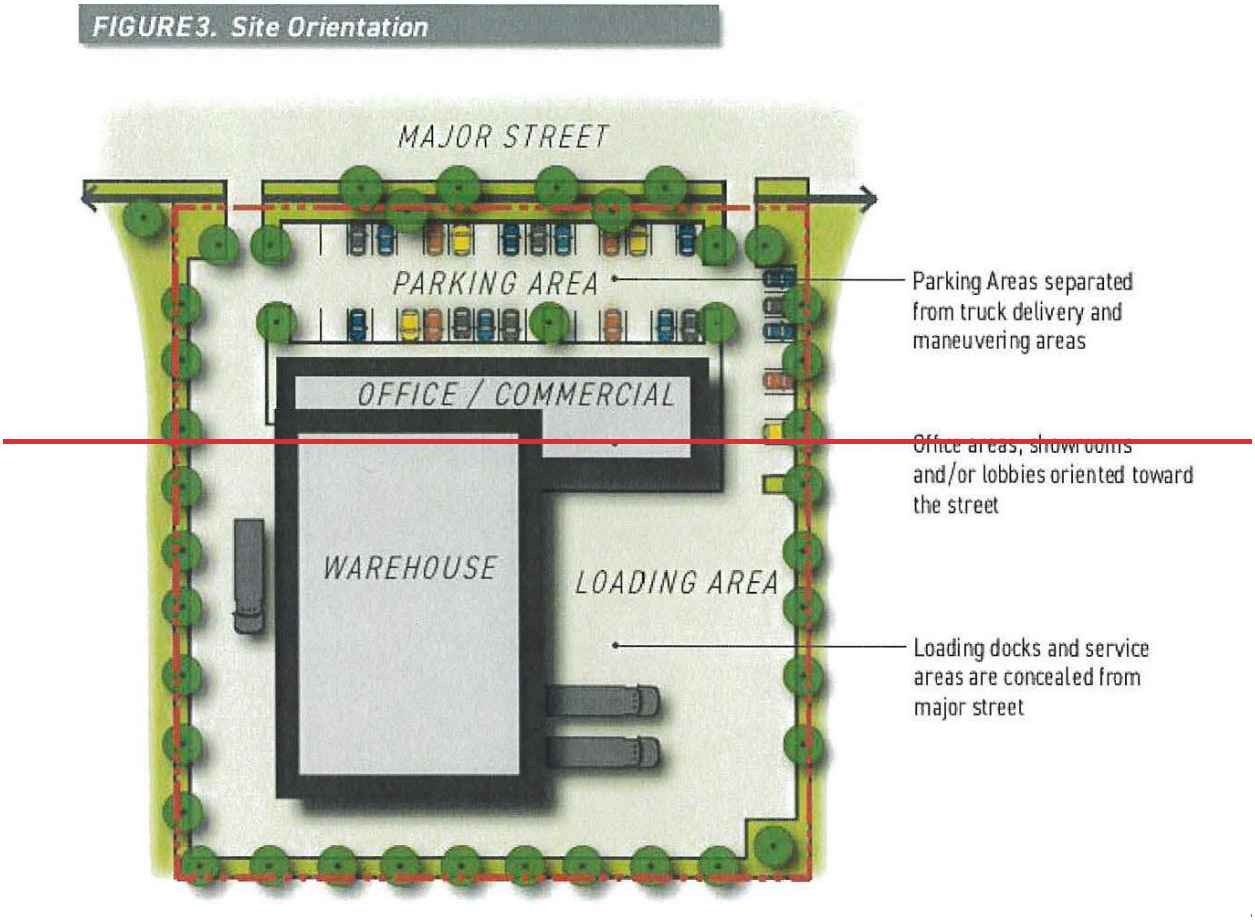
f~~g~~. Carports, including solar carport canopies, are allowed within surface parking lots, provided the materials are compatible with the building architecture.

g~~h~~. Fleet vehicle parking and loading docks shall not be located along the site main frontage. The placement of such facilities shall be located in the rear half of the site, secondary front, or behind the principal structure. ~~For corner lots, the frontage that includes the main entrance to the building shall serve as the site main frontage.~~

h~~i~~. Outdoor storage areas used for fleet vehicles shall be paved or use a similarly compacted material that is stable and does not produce dust.

~~j. Bike racks shall be provided per the City of Las Cruces Municipal Code which requires two bicycle parking spaces per 20 employees on maximum shift.~~

i~~k~~. Bike parking shall be located at the primary entrance of the primary building.



5. *Architecture.*

   a. *Building Materials.*

      1) Buildings shall be designed to incorporate contemporary architectural styles and materials to create the appearance of a state-of-the-art industrial park. Common elements such as architectural style, color, materials and ornamentation shall be used to create a cohesive park identity.

      2) Permitted materials include:

         a) Exterior plaster or stucco.

         b) Architectural metal; decorative panels, structural elements and decorative support or trim members.

         c) Precast concrete and tilt-up wall systems.

         d) Textured, patterned and/or integrally colored cast-in-place concrete.

         e) Integrally colored, precast CMU (concrete masonry units), provided that surfaces are molded, serrated or treated to give wall surfaces a three-dimensional texture.

         f) Brick.

g) Natural stone.

h) Glass curtain wall systems.

3) Higher quality materials shall be utilized to draw attention to the office areas and entrances. Higher quality materials include architectural metal, decorative panels, structural elements and decorative support or trim members, brick and natural stone, among others.

4) The use of reflective or shiny metallic roofs shall be prohibited.

b. *Massing.*

1) Building heights, massing and setbacks shall be varied, to define the different functions within a building such as offices and warehousing.

2) Primary buildings shall have clearly defined entries. To emphasize entries, one or a combination of the following elements shall be applied; portals, overhangs, fenestration, canopies, material and color changes. The "large box" components of the industrial buildings that are visible from a public right-of-way shall feature both vertical and horizontal articulation and be compatible with the more articulated office area.

3) Metal structures are acceptable; however, they must visually tie to other building elements, such as the office, storage areas, etc.

4) Temporary or portable buildings shall be limited in use for construction purposes only.

c. *Screening.*

1) Exposed industrial systems and equipment shall be architecturally integrated or screened unless otherwise determined by the Community Development Director upon consultation with the Economic Development Director.

2) All heavy industrial processing, assembling of materials shall be conducted within an enclosed structure or be screened according to "Walls, Fences and Screening."

6. *Landscaping.*

a. *General Provisions.*

1) ~~A minimum of ten percent of the site must be landscaped.~~ Landscaping Calculations and Definitions. For all developments within the Las Cruces Innovation and Industrial Park, the following formula shall be used to calculate the amount of landscape area is required:

Total Lot Area multiplied by the following percentages, not exclusive of building area:

Lot Size	Percentage Landscaped
1.00 to 4.00 acres	12%
4.01 to 8.00 acres	10%
8.01 to 12.00 acres	8%
>= 12.01 acres	6%

2) One-fourth~~half~~ of the total area required to be landscaped shall be located within the front setback area of the property.

3) Where the site exceeds one acre, only the portion of the site that includes the operational area where the primary building is situated and is being developed/disturbed shall be calculated. If the area to be left undeveloped/undisturbed is disturbed during construction, replacement of vegetation is required.

~~4) Where buildings occupy corner lots, double fronting lots or triple fronting lots, a minimum of one-fourth of the required landscaping shall be located within each of the front setback areas.~~

4~~5~~) Passive water harvesting drainage swales shall be ~~installed~~considered and installed when possible within landscape areas to capture runoff from impervious surfaces as illustrated in "Figure 4. Drainage Swales."

5) Impervious areas shall be graded to drain into drainage swales. Drainage swales shall be designed as follows:

a) Swale channel alignments and side slopes must be designed in close coordination with civil engineers to ensure that they convey stormwater while minimizing erosion damage.

b) Swales shall capture at minimum the first flush of a storm event.

c) Swale side slopes shall not exceed 4:1. Where adjacent to walkways or accessible hardscape areas they shall not exceed 6:1.

d) Runoff that enters the swale in a sheet flow fashion requires that the edge of the swale be flush with grade. Where curbs are necessary, intermittently spaced curb cuts shall be installed to allow runoff to enter the swale. Curb cuts shall be at least 18 inches wide and spaced from three to 15 feet apart.

6~~7~~) For further guidance on design and installation of drainage swales in landscape areas, refer to the NMDOT National Pollutant Discharge Elimination System (NPDES) Manual.

b. *Plant/Landscape Materials.*

1) The Las Cruces Airport Landscape Plan shall be used as a guide for acceptable plant materials.

2) Living plant material shall be provided according to the following:

a) A minimum of one live tree shall be provided for every 1,000 square feet of required landscaped area.

b) A minimum of twenty~~20~~ live shrubs shall be provided for every 1,000 square feet of required landscaped area.

c) One hundred square feet of ground-over or ten one-gallon size plants shall be provided for every 1,000 square feet of required landscaped area.

3) ~~A minimum of five species must be used in the landscaped area.~~ Plant substitution is permitted following the CIty of Las Cruces Design Standards.

4) Minimum plant material sizes at the time of installation shall be:

a) Deciduous Canopy Trees and Deciduous Accent Trees—Two-inch Caliper.

b) Evergreen Trees—Ten-foot Minimum height.

c) Shrubs and groundcover—One gallon minimum.

5) Xeriscape or drought tolerant landscaping is required for all provided landscaping areas.

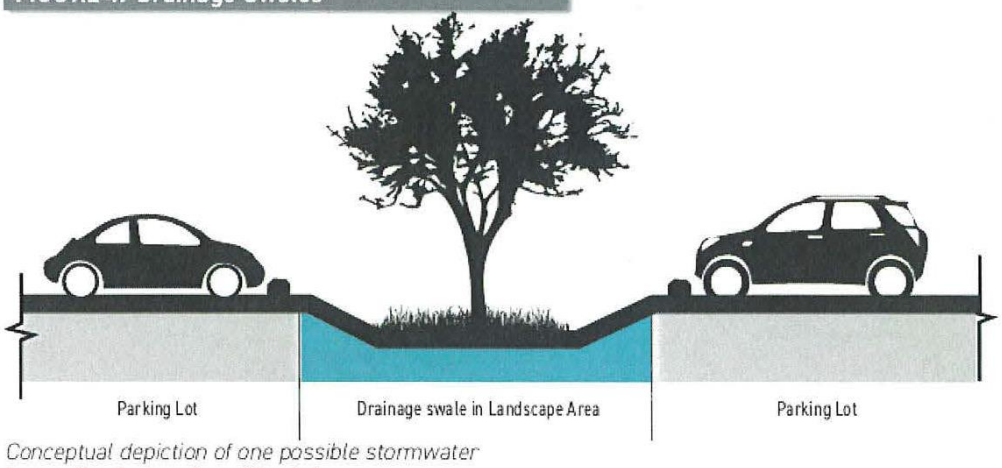
6) Gravel, rock mulch or organic mulch, and similar mulch materials are acceptable within landscape areas. If gravel is used as ground cover, its use shall be limited to a maximum of 75 percent within landscape areas.

7) Gravel, colored rock, and similar mulch materials shall not be permitted north of Interstate 10.

8) All plant material shall be maintained by the owner in a living, attractive condition. All areas shall be free of weeds.

9) If used, weed barriers shall be permeable to optimize stormwater infiltration and prevent runoff.

FIGURE 4. Drainage Swales



Conceptual depiction of one possible stormwater harvesting feature in parking lot.

c. *Off-street parking lots.*

1) Off-street parking lots shall have one tree for every ten parking spaces. Where covered carports are utilized, this requirement may be reduced or eliminate the tree requirement within parking lots through a determination of the Community Development Director. The Community Development Director shall consider the overall landscaping plan and the scale of the development to determine if covered carports shall either reduce or eliminate the tree requirement within parking lots.

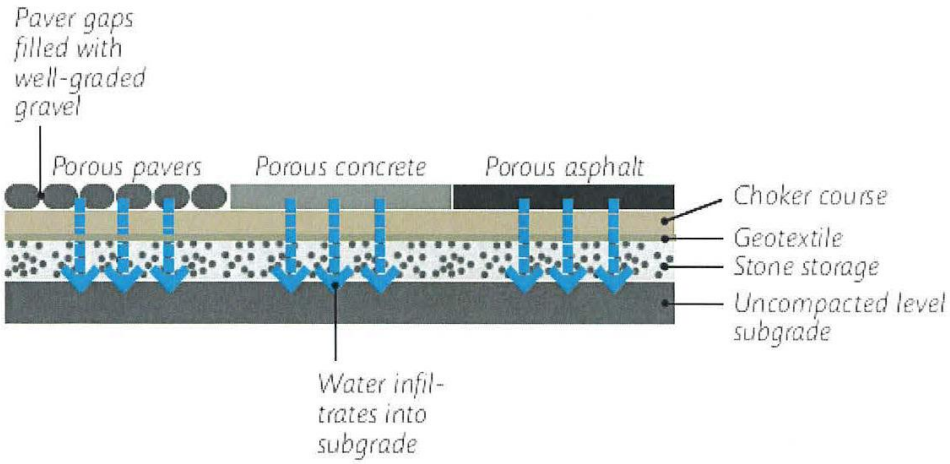
2) The minimum size of tree planters within off-street parking lots shall be 60 square feet per tree.

3) In parking lots of 100 spaces or more, the ends of parking aisles shall be defined as landscaped islands no narrower than eight feet in any dimension.

4) Off-street parking lot landscaping standards do not apply to fleet vehicle parking areas.

5) Any landscaping provided to meet the off-street parking lot standards will be credited towards the overall site ten percent landscape requirement.

FIGURE 5. Porous Surface with Typical Features



7. *Walls, Fences and Screening.*

   a. The maximum allowed height for a fence depends on where the fence is located on a property. All fences and walls shall comply with the height limits established in "Table 3. Maximum Wall Height Standards" and illustrated in "Figure 6. Wall Height."

TABLE 3. Maximum Wall Height Standards	
Within required primary front yard setback	*8'*
Within secondary front yard setback	*10'*
Within tertiary front yard setback	*10'*
Within required ~~sideyard~~side yard setback	*10'*
Within required ~~rearyard~~rear yard setback	*10'*
Within the clear sight triangle at the intersections of streets and driveways	3'

FIGURE 6. Wall Height

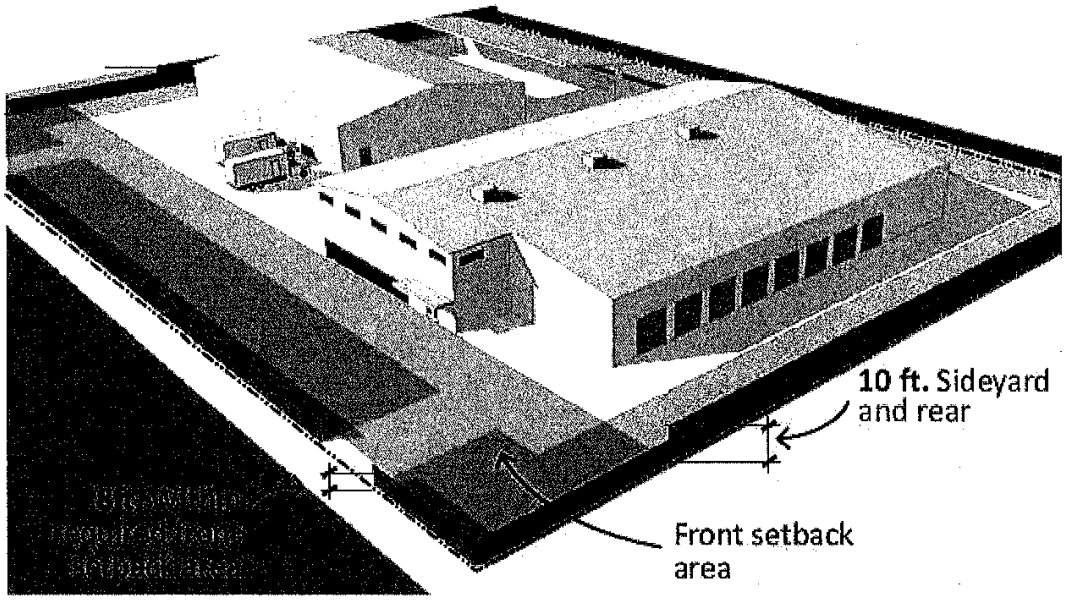


FIGURE 7. View Fencing in the Front Setback Area

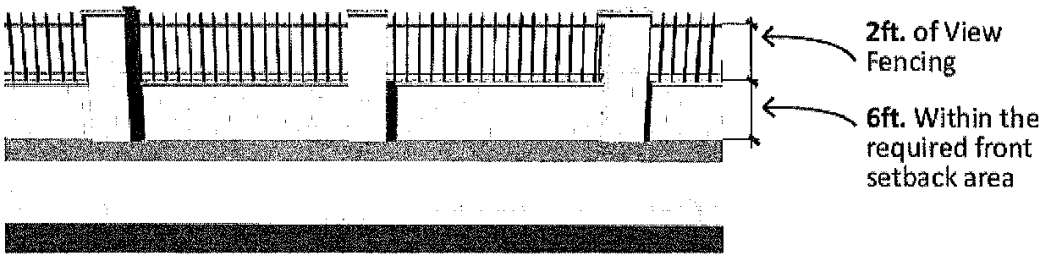
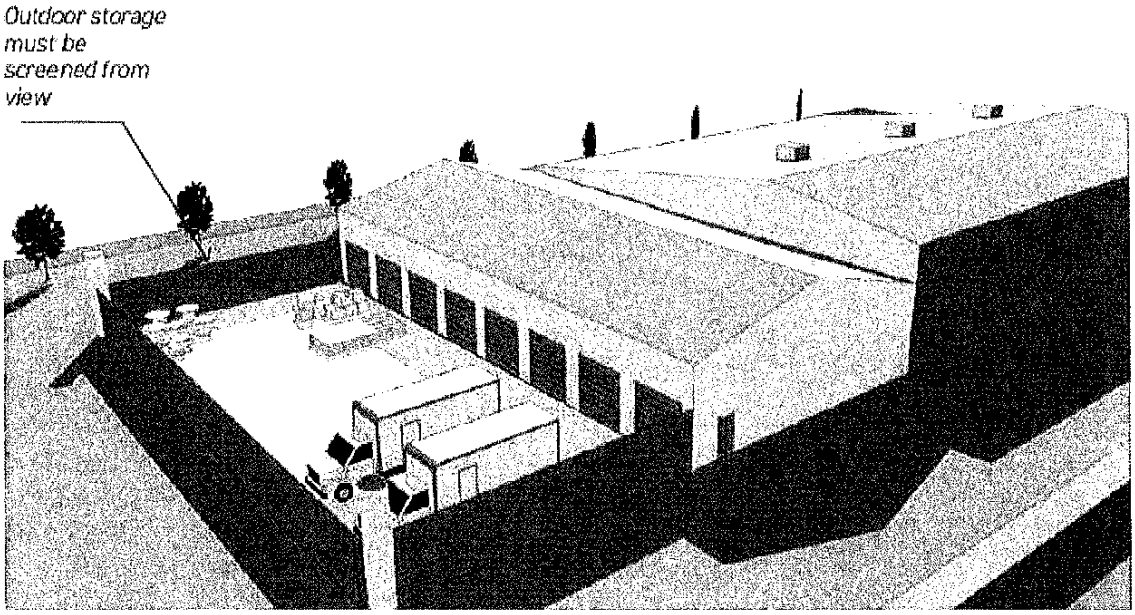


FIGURE 8. Storage Screening



b. Within the required front setback area, the maximum allowable fence height is eight feet if two feet consists of view fencing. If opaque fencing is applied, the maximum height is six feet.

c. The finish of walls and fences shall be constructed of durable materials manufactured for exterior use and shall be weather and decay-resistant, which are compatible with the adjacent building(s) in regard to materials, detailing, and color. Acceptable materials include:

   1) Stucco over concrete masonry units (CMU).

   2) Split face block.

   3) Brick.

   4) Stone.

   5) Curved interlock blocks.

   6) Gabions.

   7) Tubular steel, wrought iron bars, or other grill work.

d. Unfinished solid CMU or chain link are acceptable materials, except in areas visible from the public rights-of-way.

e. The use of razor ribbon (concertina), barbed wire, or cyclone fencing is prohibited.

f. Any required screening of mechanical equipment and support/services areas shall be accomplished by one of the following:

   1) An architectural building element, such as a wing wall, that screens the equipment or area being screened;

2) A wall or fence of a height equal to or greater than the height of the equipment or area being screened. Walls or fences shall incorporate at least one of the primary materials and colors of the nearest wall of the primary building; or

3) A vegetative screen planted along the full length of the equipment or area to be screened of a height equal to or greater than the height of the equipment or area to be screened at the time of planting.

8. *Signage.*

a. All signs shall comply with the City of Las Cruces sign code except as outlined below.

b. All signs shall be designed in accordance with the Overlay Zone District's adopted signage plans and regulations.

c. At key locations such as intersections, joint tenant/monument signs shall include language in Spanish, Braille and larger print for sight-impaired populations.

d. Vehicular directional signage within public right-of-way or on City property shall be exempt from signage standards.

e. Freestanding Monument Signs.

1) Freestanding monument signs will be limited to a maximum of one per ~~100 feet of~~ street frontage.

2) ~~The maximum signage size shall not exceed 50 square feet.~~ The maximum signage size shall not exceed 450 square feet for lots adjacent to interstate frontage. The maximum signage size for all other lots shall not exceed 50 square feet.

3) ~~The maximum height of monument signs shall not exceed 12 feet.~~ The maximum height shall not exceed 80 feet for lots adjacent to interstate frontage. The maximum height for all other lots shall not exceed 18 feet.

4) Monument signs shall match the architectural style, color, materials and ornamentation of the primary building(s).

5) For all lots with more than one monument sign, all signs shall be of uniform design and materials.

6) Free standing monument signage is permissive at the primary park entrances.

7) The maximum height for directional signage is 6 feet.

f. Building Mounted Signs.

~~1) One building mounted sign per tenant is permitted.~~

~~2) Buildings that front more than one public right-of-way may have one (1) building mounted sign per facade facing one public right-of-way.~~

1~~3~~) Building mounted sign size shall not exceed ten percent of the building facade to which it is applied.

2~~4~~) Building mounted signs may not project more than 15 inches from the wall.

3~~5~~) Building mounted signs shall have contrasting colors from the background and text height and font that ensures readability, but must blend with the architectural style, color, materials and ornamentation of the main building(s).

46) No building mounted sign shall intrude upon architectural features including windows, columns, or canopies or decorative features.

g. Temporary Signage.

1) Temporary construction signs shall be permitted in accordance with the City of Las Cruces sign code, with the following exceptions:

a) For properties less than ten acres, one sign is permitted not to exceed 64 square feet in sign area and eight feet in height.

b) For properties in excess of ten acres, one sign is permitted not to exceed 96 square feet in sign area and eight feet in height.

h. Prohibited Signage.

1) The following sign types are prohibited within the Las Cruces Innovation and Industrial Park:

a) Banners.

b) Billboards.

c) Portable or temporary signs, except for those permitted above.

d) Window Signs.

i. Signage Illumination.

1) Exterior and interior illumination will be allowed for both attached and freestanding signs, provided they comply with the following standards:

a) Signs that are illuminated shall have concealed lighting fixtures. This provision applies also to neon tubing and fluorescent fixtures.

H. *Definitions.*

Accessory, commercial/office uses. Any offices and commercial services and food, beverage uses listed in "Table 1. Use Table." These uses must be incidental to the primary use.

Accessory, residential use—non-primary. An accessory dwelling on a nonresidential premise, occupied by the person who oversees the nonresidential operation 24 hours a day.

Cannabis cultivation and *cannabis-infused products manufacturing.* A facility in which cannabis is grown, harvested, dried, cured, or trimmed. This use may also include the process in which a product is infused with cannabis that is intended for use or consumption other than by smoking including but not limited to, edible products, ointments, and tinctures.

Commercial services and *general retail.* An establishment providing for the retail sale of general merchandise or food directly to the consumer; this includes, but is not limited to, sale of general merchandise, clothing and other apparel, flowers and household plants that are not grown on-site, dry goods, convenience and specialty foods, hardware and similar consumer goods, or other retail sales.

Construction contractor facility and yard. A building and related outdoor area used to store and maintain construction equipment and materials including, but not limited to, plumbing, electrical, carpentry, roofing, and landscaping, and facilities customarily required in the building trade by a construction contractor. Any outside storage is required to be screened with an opaque fence.

Contemporary style architecture. The use of innovative and new construction technologies and materials with a focus on steel, reinforced concrete, and glass, clean lines and a form that follows function.

Drainage and major utility, other. A facility regulated as a public utility or common carrier by the state or other relevant jurisdiction or agency, including, but not limited to, major telephone facilities, natural gas facilities, water treatment plants, water pump stations, sewage treatment plants, stormwater drainage facilities, irrigation facilities, or similar public services. Major facilities are those sized or designed to serve the entire park, or a wide area of the park.

Film and media production. Outdoor or enclosed entertainment-related facilities including, without limitation, movie studios and production facilities, distribution facilities, editing facilities, catering facilities, printing facilities, postproduction facilities, set construction facilities, sound studios, special effects facilities and other entertainment-related production operations.

Fire and police station. A public facility operated by a governmental agency where fire engines and other equipment are housed, and from which calls for emergency fire responses are handled. This use may include administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles excluding, however, correctional institutions.

Fleet vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. A fleet vehicle may also be a commercial vehicle.

Fleet vehicle parking. Parking of fleet vehicles.

Freight house or *truck terminal.* Property or building used primarily for freight pick-up or distribution and the temporary parking of trucks of common or contract carriers during loading or unloading, including necessary warehouse space for storage of transitory freight. May also include intermodal distribution facilities for truck or shipping transport. Accessory uses may include, but are not limited to, a truck wash and loading and unloading from rail spurs.

General agriculture. Any use of land for the purpose of production of crops and horticulture specialties, the raising of livestock and poultry, and the processing, packaging, storage and sale of agricultural products which are raised on the premises, and including all the types of structures normally associated with these uses, such as storage bins, barns, sheds, tool houses, greenhouses, garages, and any other use or facility ancillary to farming or open land. This use may also include the growing of plants for wholesale or retail sales, which may take place outside or in greenhouses. Outdoor sales of plants are allowed.

Heavy manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins, or liquors. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. However, this use does not include processes that input or create hazardous byproducts, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including, but not limited to, explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas. These processes are covered under the special manufacturing zone.

Higher education, vocational school. A private institution that provides full-time or part-time education beyond high school, including college, university and vocational schools that provides specialized training and education beyond the high school level.

Indoor entertainment/recreation venues. A commercial indoor entertainment venue where food, nonalcoholic beverages or other refreshments may be obtained for consumption on the premises and where floor shows, bands or other forms of entertainment may be provided for customers. This use also includes health club or gyms, and non-medical service establishment intended to maintain or improve the physical condition of persons.

Light manufacturing. Assembly, fabrication, or processing of goods and materials, primarily conducted within an enclosed building, which is designed, built and maintained so as to prevent smoke, noise, glare, dust, odors or other development impacts from being detected beyond the boundaries of the property. Assembly, fabrication, or processing may include compounding, processing, assembling, packaging or testing of goods. This use does not include any use that meets the definition of Heavy Manufacturing or Special Manufacturing.

Military and law enforcement agency. A public facility operated by the federal government where engines and other equipment are housed. This use may also include administrative offices, storage of equipment, and grounds for training and practice.

Natural resource extraction. On-site extraction of surface or subsurface mineral products or natural resources, including solids, such as coal and ores; liquids, such as crude petroleum; and gases, such as natural gases. Uses may include quarries, borrow pits, sand and gravel operation, mining, soil mining, rock crushing, screening, and the accessory storage of explosives

Nightclub and *bar.* An establishment that is devoted to the selling or serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of those beverages, including taverns, nightclubs, cocktail lounges and cabarets.

Offices and *research facility.* A premise where professional, clerical, business management or public administration work is carried out and where the sale of merchandise on the premises is totally absent or a very limited activity in support of the work being carried on. This use may also include a medical or dental clinic for patients that are not lodged overnight and research and testing facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Outdoor entertainment. An outdoor commercial or entertainment activity that is open to the general public. This use may include outdoor markets, drive-in theater, stadium or other entertainment and recreation activities like batting cages, golf driving ranges, miniature golf courses, go-cart tracks, skating rinks, skateboard parks, swimming pools, tennis courts, or sports courts.

Outdoor storage. The keeping of any goods, material, or merchandise outside of a building in the same place.

Parking garage with/without liner building. A combination of structures for parking and a mix of uses (commercial, residential, office) where parking is designed to be concealed from view and levels of parking are at-grade, above grade, or partially below grade (but not fully underground). A liner building is a specialized building that may be built as part of the parking structure or separate; it is parallel to the street and designed to conceal a parking structure from the street with active ground floor uses such as retail shops or residential stoops. A parking garage may be designed without a liner building provided that it is designed in such a way so as to incorporate active ground floor uses, architectural features and articulated elements to mitigate blank walls and screen parking.

Recycling sort facilities and *electronic recycling.* A facility that sorts reusable materials in preparation for introduction into an industrial process by which the material is transformed into a new product in such a manner that the original identity as a product is lost. Material is limited to paper, plastic, and metal as well as electronics recycling.

Small animal facilities. A facility that serves small animals for their care and treatment. This use may include outdoor pens for temporary animal holding. This use does not include animal raising.

Solar energy generation. The use of land or buildings as locations for mounting of solar collectors or other devices that rely on sunshine as an energy source and are capable of collecting, distributing, or storing the sun's radiant energy.

Special manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such

as lubricating oils, plastics, resins. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. This use includes processes that input or create hazardous by-products, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including but not limited to explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas.

Telecommunications, towers, and utilities. Any facility used for wireless communications, usually consisting of a support structure for antennas, equipment shelters or cabinets, and/or other transmission and reception devices used for business or commercial purposes.

Temporary, construction staging area, trailer, or office. Temporary use of a structure, including a mobile office, as a construction site office by a building contractor while a specific project is under construction, or as a real estate office during the construction and initial marketing phase of a new development.

Temporary, seasonal outdoor sales, events. Temporary outdoor or indoor retail display and sales of new or used goods, produce, and/or handcrafts or services associated with the season or a cultural event such as sales of fireworks, pumpkins, Christmas trees, or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales. Incidental sales of food and beverages is allowed.

Vehicle services. Commercial services dealing with vehicles. This use may include car wash, vehicle and equipment sales, rental, fueling, recreational vehicle parking stalls and hook-ups, and repair.

Warehousing, logistics and distribution. Building or premise in which goods, merchandise or equipment are stored and frequent heavy trucking activity may occur. Open storage of material, or nuisances such as dust, noise, and odors may be part of this use.

(Ord. No. 2982 , § (I)(Exh. A), 8-16-21)

Editor's note(s)—Ord. No. 2982 , § (I)(Exh. A), adopted Aug. 16, 2021, repealed the former § 38-46 and enacted a new § 38-46 as set out herein. The former § 38-46 pertained to WMIP—West Mesa Industrial Park Overlay Zone District, and derived from Ord. No. 2354, § I, adopted Jan. 22, 2007.

Sec. 38-46. LCIIP—Las Cruces Innovation and Industrial Overlay Zone District.

A. *Purpose.* The purpose of the Las Cruces Innovation and Industrial Park Overlay Zone District is to guide development within the Park and implement the policies found in the LCIIP Master Plan. It aims to promote the natural and existing environment within the Park, and encourage employment options for residents while enhancing the overall aesthetic features of the Park.

B. *Applicability of Industrial Park Overlay Zone District boundaries.* The Las Cruces Innovation and Industrial Park Overlay Zone District shall apply to all properties within the Overlay Zone District as identified in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts" below. Most of the Park is regulated by the Overlay Zone District requirements except a few parcels, as indicated in "Figure 2. Las Cruces Innovation and Industrial Park Zoning Designations." The Overlay Zone District includes permitted and prohibited uses along with development standards for site, architecture, landscape, and parking.

C. *Land Use Districts.* As established in Elevate Las Cruces, "Business Park and Industrial areas are reserved for concentrations or warehousing, trade, transportation, research and development, manufacturing, and industrial uses" (Elevate Las Cruces, Volume I, pg. 35).

The goal of the Land Use Framework is to accommodate a range of uses, with the intent of creating synergy between businesses with similar or complementary activities. The Land Use Framework also establishes a commercial district adjacent to Interstate 10. Uses such as restaurants and retail are permissive here to provide and encourage services to the local workforce. The Land Use Framework establishes four districts with specific permissive land uses. Since the Las Cruces Innovation and Industrial Park Overlay Zone District allows a wide variety of uses and covers almost all the land area within the Park boundary, the Land Use Framework establishes land use districts to group similar or complementary uses to provide a more organized built environment. The Land Use Framework, as illustrated in "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts," breaks the Park down into four districts:

1. Value added agriculture;
2. Manufacturing/warehousing/distribution;
3. Aerospace/aviation/defense; and
4. Commercial.

The Value-Added Agriculture district is located south of Interstate 10 in the southeastern portion of the Park. It is intended to accommodate agriculture-related manufacturing and other processes that enhance the value of basic agricultural commodities. Most of the parcels are larger in size to provide sufficient land for these types of activities.

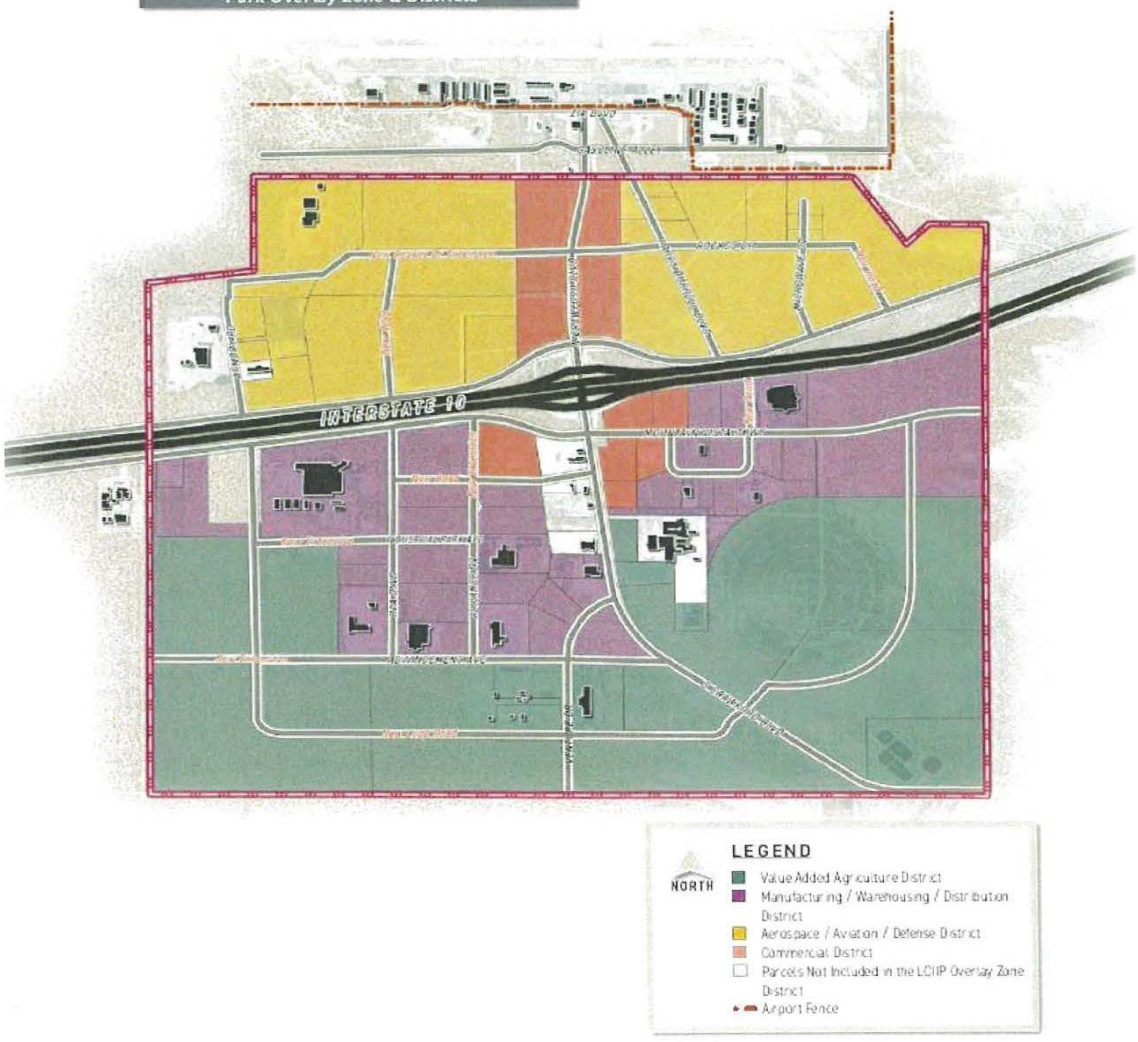
The Manufacturing/Warehousing/Distribution district is located south of Interstate 10 in the southwestern portion of the Park. It is intended to accommodate manufacturing, warehousing, and distribution types of uses. It offers a range of parcel sizes and has good access to the interstate.

The Aerospace/Aviation/Defense district is located north of Interstate 10 and is adjacent to the Las Cruces International Airport. It is intended to accommodate aviation- and defense-related uses and offers a range of parcel sizes with direct access to the airport.

The Commercial district is located adjacent to Crawford Boulevard, on both sides of the Interstate 10 interchange. It is intended to accommodate commercial uses that offer services to the local workforce and interstate-associated business opportunities. This district has smaller parcel sizes more suited for uses like restaurants, with good visibility and access from the interchange.

D. *Development Process.* All development within the Overlay Zone District shall follow the applicable City of Las Cruces development processes.

FIGURE 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts



E. *Land uses.* "Table 1. Use Table" allocates uses into four Land Use Districts. A dash ("-") indicates the use is not permitted while a "P" indicates that a use is permitted. An "A" indicates that a use is accessory. Associated Conditional Use Standards are indicated with an "X" and detailed in Section "Conditional Use Standards." This indicates that a use is permitted with conditions. Uses not specified in "Table 1. Use Table" will be determined by the City of Las Cruces Community Development Director in consultation with the City of Las Cruces Economic Development Director.

TABLE 1. Use Table					
— = Not permitted P = Permitted Use A = Accessory Use X = Existing Conditional Use Standard(s)	**Commercial District**	**Manufacturing/ Warehousing**	**Aerospace/ Aviation/ Defense District**	**Value Added Agriculture District**	**Conditional Use Standards**
RESIDENTIAL USES					
All Residential Uses (except accessory dwelling units as outlined under the Accessory Use category)	—	—	—	—	

CIVIC AND INSTITUTIONAL USES					
Higher Education, Vocational School	P	P	P	P	
Fire and Police Station	P	P	P	P	
Military and Law Enforcement Agency	—	P	P	P	
Parks and Open Space	P	P	P	P	
COMMERCIAL USES					
Agriculture & Animal Related					
General Agriculture	—	P	—	P	X
Small Animal Facilities	P	P	—	P	X
Food, Beverage, Entertainment & Lodging					
Brewery, Microbrewery Facilities, Tasting Rooms	P	P	—	P	X
Food, Beverage, Hotel or Motel	P	—	—	—	
Indoor Entertainment/Recreation Venues	P	—	—	—	
Nightclub and Bar	P	—	—	—	
Motor Vehicle-Related					
Freight House or Truck Terminal	—	P	P	P	
Vehicle Services	P	P	—	P	X
Offices and Commercial Services					
Offices and Research Facility	P	P	P	P	
Commercial Services and General Retail	P	—	—	—	
Construction Contractor Facility and Yard	—	P	P	P	X
Outdoor Entertainment					
Outdoor Entertainment	*P*	*P*	-	-	*X*
INDUSTRIAL USES					
Manufacturing, Fabrications & Assembly					
Cannabis Cultivation, Infused Products Manufacturing	—	P	—	P	X
Light Manufacturing	P	P	P	P	X
Heavy Manufacturing	—	P	P	P	X
Special Manufacturing	—	P	—	P	X
Natural Resource Extraction	—	P	—	—	
Recycling Sort Facilities and Electronics Recycling (paper/plastic/metal sorting-only and electronics recycling)	—	P	—	—	
Film and Media Production					
Film and Media Production	P	P	P	P	
Telecommunications, Towers, and Utilities					
Drainage & Major Utility, other	P	P	P	P	
Solar Energy Generation	—	—	P	P	X
Telecommunications, towers, and utilities	P	P	—	P	X
Wholesaling and Storage					
Outdoor Storage	—	P	P	P	X
Warehousing, Logistics, and Distribution	—	P	P	P	
TEMPORARY USES					
Construction Staging Area, Trailer, or Office	P	P	P	P	
Seasonal Outdoor Sales, Events	P	—	—	—	
ACCESSORY USES					
Commercial/Office Uses	A	A	A	A	X

Residential Use—Non-Primary	A	A	A	A	X
Parking Garage with/without Liner Building	A	A	A	A	
Recreational Vehicle Parking Stalls/ Hook-Ups	P	—	—	—	X

1. *Prohibited Uses.* The following uses are prohibited:
    a. All uses prohibited under FAA regulations;
    b. All adult amusement establishments;
    c. All residential uses, except as established under the accessory use category.
2. *Conditional Use Standards.*
    a. *Aerospace/Aviation/Defense District.*
        1) All uses in the Aerospace & Aviation District shall comply with all applicable FAA regulations.
    b. *Commercial Uses.*
        1) Agriculture and Animal Related.
            a) General Agriculture.
                i. Animals shall be confined to graze within the appropriate boundaries and cannot graze on surrounding properties and streets.
                ii. The keeping of large and small livestock animals shall comply with the City of Las Cruces Municipal Code.
            b) Small Animal Facilities.
                i. Kennels must be conducted within fully enclosed building. Outdoor pens shall be enclosed on all sides by a wall or fence at least six feet high.
                ii. This use must be screened as required by section "Walls, Fences and Screening."
        2) Food, Beverage, Hotel or Motel.
            a) Brewery and micro-brewery facilities, including tasting rooms.
                i. Alcohol sales for on-premises consumption is allowed, provided that the establishment complies with all New Mexico State law requirements.
        3) Motor Vehicle-Related.
            a) Vehicle Services.
                i. This use must be screened as required by section "Walls, Fences and Screening."
                ii. Vehicle repair, servicing, and maintenance shall be conducted within a fully enclosed building.
                iii. Recreational Vehicle Parking Stalls/ Hook-ups are ancillary to the primary use and cannot be a standalone land use.
        4) Offices and Commercial Services.
            a) Construction Contractor Facility and Yard.

i. This use must be screened as required by section "Walls, Fences and Screening."

5) Outdoor Entertainment.

a) Outdoor Entertainment.

i. Drive-In Theater use shall be enclosed with a wall, fence, or vegetative screen of at least six feet in height. A screen located less than 500 feet from Interstate 10 shall be shielded so that the picture surface cannot be seen from Interstate 10.

ii. All other outdoor entertainment uses shall include fencing or screening meeting the standards established in section "Walls, Fences, and Screening" designed to prevent any objects from passing beyond the property line and onto surrounding properties and streets. Uses shall be limited to one acre in size.

3. *Industrial Uses.*

a. *Manufacturing, Fabrications & Assembly.*

1) Cannabis cultivation, Infused Products Manufacturing.

a) This use shall comply with all New Mexico State law requirements.

2) Light Manufacturing.

a) All activities in this use shall be conducted within a fully enclosed building unless a Special Use Approval is obtained pursuant to the City of Las Cruces Special Use Permit Process.

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

c) This use may include a sales/display room for items manufactured on the property.

3) Heavy Manufacturing.

a) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b) Incidental outdoor storage is permitted but must comply with section "Walls, Fences and Screening."

4) Special Manufacturing.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

b) This use may be conducted outside of a building, provided the activities are screened from view according to section "Walls, Fences and Screening."

b. *Telecommunications, Towers, and Utilities.*

1) Solar Energy Generation.

a) This use must obtain all applicable State and federal permits or approvals for the activity and comply with the terms of those permits and approvals throughout the duration of the activity.

2) Telecommunications, Towers, and Utilities.

a) This use shall comply with the City of Las Cruces Municipal Code.

c. *Wholesaling and Storage.*

1) Outdoor Storage.

a) This use must be screened as required by section "Walls, Fences and Screening."

4. *Accessory Uses.*

a. *Accessory Commercial Uses.*

1) In all districts, all uses listed under the 'Food, Beverage, Entertainment & Lodging' use and 'Offices and Commercial Services' use category shall be permissive as an accessory use not to exceed a maximum of 40 percent of the gross floor area of the building for commercial purposes associated with that specific industrial or manufacturing use.

b. *Accessory Residential Use—Non-Primary.*

1) Residential use—non-primary is allowed for caretakers of the primary non-residential use and may be attached or detached.

F. *Administration and Enforcement.*

1. *Applicability.* The following development standards shall apply to all parcels located within the Overlay Zone District's boundary as identified on "Figure 1. Las Cruces Innovation and Industrial Park Overlay Zone & Districts." City of Las Cruces Municipal Code standards shall apply unless otherwise stated in the document.

2. *Non-Conforming.*

a. Uses and structures that are non-conforming with the standards of the Las Cruces Innovation and Industrial Park Overlay Zone District shall comply with this section.

1) There are two instances of non-conformance:

a) Instance 1: A non-conforming use/structure which was initiated/constructed prior to the adoption of the Overlay Zone District standards.

b) Uses that are classified as instance 1 may continue in perpetuity unless the use ceases for a period of no less than 12 consecutive months. However, the use/structure cannot be expanded, enlarged, or extended.

c) Instance 2: A non-conforming use/structure initiated/constructed after the adoption of the Overlay Zone District standards.

d) Uses that are classified as instance 2 shall be brought into compliance immediately and shall not be permitted to expand.

G. *General Development Standards.*

1. *Streets and Public Right-of-Way.*

a. All streets within Las Cruces Innovation and Industrial Park must adhere to City of Las Cruces Design And Roadway Construction Standards currently amended/adopted.

b. Property owners shall provide dedicated right-of-way including easements for trail corridors and pedestrian facilities.

c. The property owner is responsible to provide landscaping in accordance with standards outlined in this section in contiguous parkways and medians at the time of site development.

d. All additions, rehabilitation, remodeling, or structural modifications to existing buildings with a value of $100,000.00 or more, including all new parking lots require installation of parkway and median landscaping.

e. Landscape in parkways and medians shall be maintained by the property owner of the contiguous property.

2. *Dimensional Standards.*

a. All buildings and structures within Las Cruces Innovation and Industrial Park will be limited to the following development requirements:

TABLE 2. Dimensional Standards	
Minimum Lot Width	60 feet
Minimum Lot Depth	70 feet
Front Setback, Minimum	25 feet
Secondary Front Setback, Minimum	25 feet
Side Yard Setback, Minimum	20 feet
Rear Setback, Minimum	25 feet
Building Height, Maximum	100 feet

3. *Site Layout.*

a. Orient building entries, office areas, showrooms and/or lobbies, and amenities to front the primary public street.

b. On-site circulation shall have an adequate length of stacking for industrial facilities, e.g. loading docks, terminals, etc. that do not interfere with the movement of traffic (on- or off-site) and/or pedestrian areas.

c. Outdoor lighting shall follow the regulations provided in the City of Las Cruces Outdoor Lighting Ordinance.

d. Provide on-site pedestrian walkways at a minimum six-foot clear width that are separate from drive aisles to connect to primary building entrances.

e. A public space such as an outdoor patio space, plaza, or courtyard shall be provided for any buildings greater than or equal to 75,000 square feet. For lots with more than one building, shared public spaces are permitted.

f. Sidewalk installation is required with any development located on the north side of Interstate 10.

g. Sidewalk installation is not required with any development located on the south side of Interstate 10.

4. *Parking.*

a. Parking requirements for automobiles and bicycles are set for land uses as noted in the adopted Land Use Table. Requests to reduce parking requirements shall be evaluated on a case-by-case basis by the Economic Development Director or designee.

b. Accessible parking shall be provided according to Federal ADA parking standards.

c. Landscaped islands and medians shall be incorporated into parking areas to provide shade, define parking areas and pedestrian access, and allow for passive water harvesting. See "Landscaping" for requirements.

d. Surface runoff in parking lots shall be directed to landscaped passive water harvesting areas.

e. A minimum of 20 percent of parking spaces provided shall use previous materials such as previous concrete, previous asphalt, permeable pavers, compacted gravel or gravel. If gravel is used, a minimum of four-inch base course that is compacted to ensure stabilization of gravel is required.

f. Carports, including solar carport canopies, are allowed within surface parking lots, provided the materials are compatible with the building architecture.

g. Fleet vehicle parking and loading docks shall not be located along the site main frontage. The placement of such facilities shall be located in the rear half of the site, secondary front, or behind the principal structure.

h. Outdoor storage areas used for fleet vehicles shall be paved or use a similarly compacted material that is stable and does not produce dust.

i. Bike parking shall be located at the primary entrance of the primary building.

5. *Architecture.*

a. *Building Materials.*

1) Buildings shall be designed to incorporate contemporary architectural styles and materials to create the appearance of a state-of-the-art industrial park. Common elements such as architectural style, color, materials and ornamentation shall be used to create a cohesive park identity.

2) Permitted materials include:

a) Exterior plaster or stucco.

b) Architectural metal; decorative panels, structural elements and decorative support or trim members.

c) Precast concrete and tilt-up wall systems.

d) Textured, patterned and/or integrally colored cast-in-place concrete.

e) Integrally colored, precast CMU (concrete masonry units), provided that surfaces are molded, serrated or treated to give wall surfaces a three-dimensional texture.

f) Brick.

g) Natural stone.

h) Glass curtain wall systems.

3) Higher quality materials shall be utilized to draw attention to the office areas and entrances. Higher quality materials include architectural metal, decorative panels, structural elements and decorative support or trim members, brick and natural stone, among others.

4) The use of reflective or shiny metallic roofs shall be prohibited.

b. *Massing.*

1) Building heights, massing and setbacks shall be varied, to define the different functions within a building such as offices and warehousing.

2) Primary buildings shall have clearly defined entries. To emphasize entries, one or a combination of the following elements shall be applied; portals, overhangs, fenestration, canopies, material and color changes. The "large box" components of the industrial buildings that are visible from a public right-of-way shall feature both vertical and horizontal articulation and be compatible with the more articulated office area.

3) Metal structures are acceptable; however, they must visually tie to other building elements, such as the office, storage areas, etc.

4) Temporary or portable buildings shall be limited in use for construction purposes only.

c. *Screening.*

1) Exposed industrial systems and equipment shall be architecturally integrated or screened unless otherwise determined by the Community Development Director upon consultation with the Economic Development Director.

2) All heavy industrial processing, assembling of materials shall be conducted within an enclosed structure or be screened according to "Walls, Fences and Screening."

6. *Landscaping.*

a. *General Provisions.*

1) Landscaping Calculations and Definitions. For all developments within the Las Cruces Innovation and Industrial Park, the following formula shall be used to calculate the amount of landscape area is required:

Total Lot Area multiplied by the following percentages, not exclusive of building area:

Lot Size	Percentage Landscaped
1.00 to 4.00 acres	12%
4.01 to 8.00 acres	10%
8.01 to 12.00 acres	8%
>= 12.01 acres	6%

2) One-fourth of the total area required to be landscaped shall be located within the front setback area of the property.

3) Where the site exceeds one acre, only the portion of the site that includes the operational area where the primary building is situated and is being developed/disturbed shall be calculated. If the area to be left undeveloped/undisturbed is disturbed during construction, replacement of vegetation is required.

4) Passive water harvesting drainage swales shall be considered and installed when possible within landscape areas to capture runoff from impervious surfaces as illustrated in "Figure 4. Drainage Swales."

5) Impervious areas shall be graded to drain into drainage swales. Drainage swales shall be designed as follows:

a) Swale channel alignments and side slopes must be designed in close coordination with civil engineers to ensure that they convey stormwater while minimizing erosion damage.

b) Swales shall capture at minimum the first flush of a storm event.

c) Swale side slopes shall not exceed 4:1. Where adjacent to walkways or accessible hardscape areas they shall not exceed 6:1.

d) Runoff that enters the swale in a sheet flow fashion requires that the edge of the swale be flush with grade. Where curbs are necessary, intermittently spaced curb cuts shall be installed to allow runoff to enter the swale. Curb cuts shall be at least 18 inches wide and spaced from three to 15 feet apart.

6) For further guidance on design and installation of drainage swales in landscape areas, refer to the NMDOT National Pollutant Discharge Elimination System (NPDES) Manual.

b. *Plant/Landscape Materials.*

1) The Las Cruces Airport Landscape Plan shall be used as a guide for acceptable plant materials.

2) Living plant material shall be provided according to the following:

a) A minimum of one live tree shall be provided for every 1,000 square feet of required landscaped area.

b) A minimum of twenty live shrubs shall be provided for every 1,000 square feet of required landscaped area.

c) One hundred square feet of ground-over or ten one-gallon size plants shall be provided for every 1,000 square feet of required landscaped area.

3) Plant substitution is permitted following the CIty of Las Cruces Design Standards.

4) Minimum plant material sizes at the time of installation shall be:

a) Deciduous Canopy Trees and Deciduous Accent Trees—Two-inch Caliper.

b) Evergreen Trees—Ten-foot Minimum height.

c) Shrubs and groundcover—One gallon minimum.

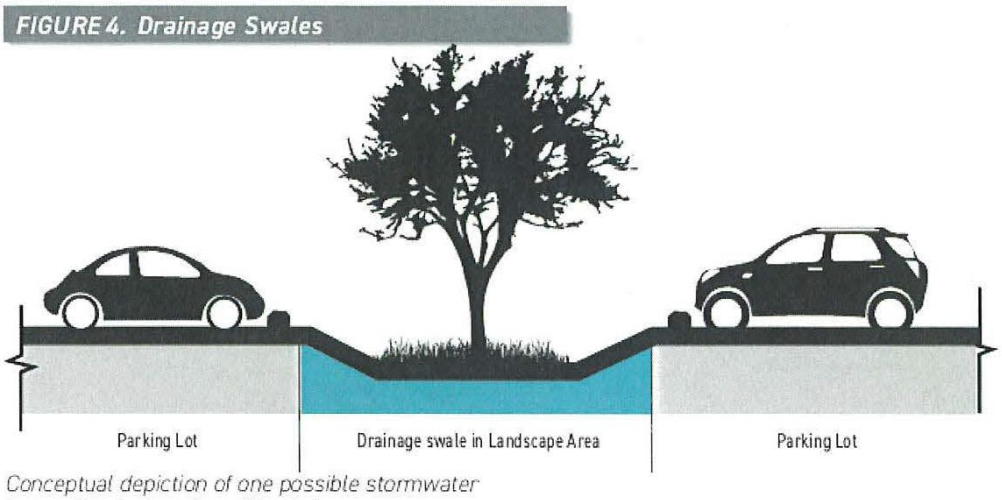
5) Xeriscape or drought tolerant landscaping is required for all provided landscaping areas.

6) Gravel, rock mulch or organic mulch, and similar mulch materials are acceptable within landscape areas. If gravel is used as ground cover, its use shall be limited to a maximum of 75 percent within landscape areas.

7) Gravel, colored rock, and similar mulch materials shall not be permitted north of Interstate 10.

8) All plant material shall be maintained by the owner in a living, attractive condition. All areas shall be free of weeds.

9) If used, weed barriers shall be permeable to optimize stormwater infiltration and prevent runoff.



Conceptual depiction of one possible stormwater harvesting feature in parking lot.

c. *Off-street parking lots.*

1) Off-street parking lots shall have one tree for every ten parking spaces. Where covered carports are utilized, this requirement may be reduced or eliminate the tree requirement within parking lots through a determination of the Community Development Director. The Community Development Director shall consider the overall landscaping plan and the scale of the development to determine if covered carports shall either reduce or eliminate the tree requirement within parking lots.

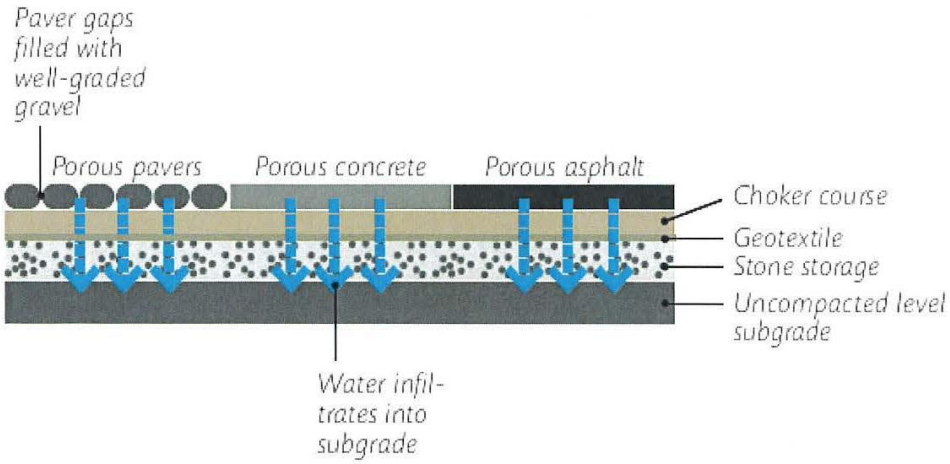
2) The minimum size of tree planters within off-street parking lots shall be 60 square feet per tree.

3) In parking lots of 100 spaces or more, the ends of parking aisles shall be defined as landscaped islands no narrower than eight feet in any dimension.

4) Off-street parking lot landscaping standards do not apply to fleet vehicle parking areas.

5) Any landscaping provided to meet the off-street parking lot standards will be credited towards the overall site ten percent landscape requirement.

FIGURE 5. Porous Surface with Typical Features



7. *Walls, Fences and Screening.*

   a. The maximum allowed height for a fence depends on where the fence is located on a property. All fences and walls shall comply with the height limits established in "Table 3. Maximum Wall Height Standards" and illustrated in "Figure 6. Wall Height."

TABLE 3. Maximum Wall Height Standards	
Within required primary front yard setback	*8'*
Within secondary front yard setback	*10'*
Within tertiary front yard setback	*10'*
Within required side yard setback	*10'*
Within required rear yard setback	*10'*
Within the clear sight triangle at the intersections of streets and driveways	3'

FIGURE 6. Wall Height

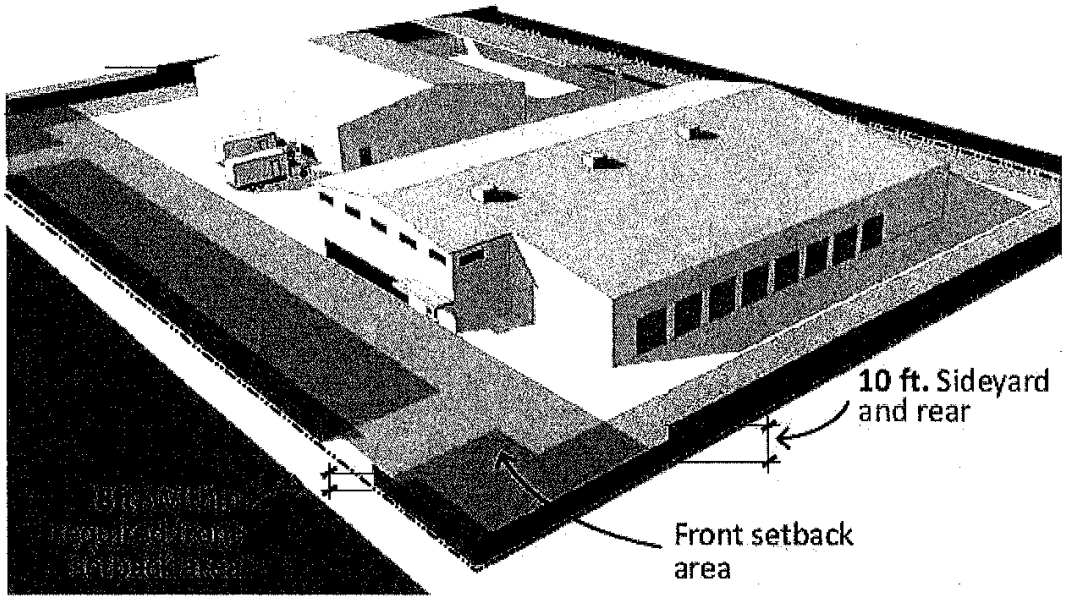


FIGURE 7. View Fencing in the Front Setback Area

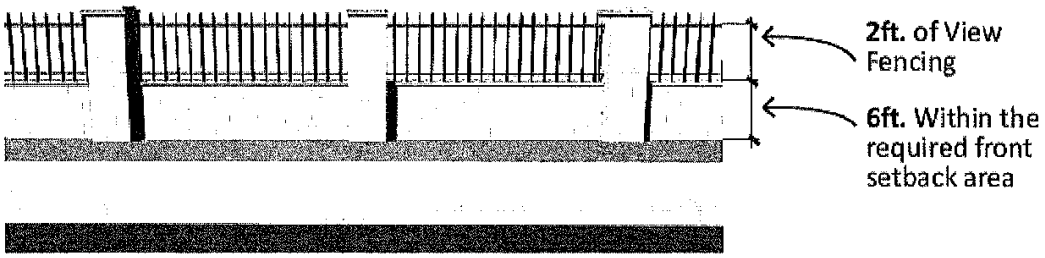
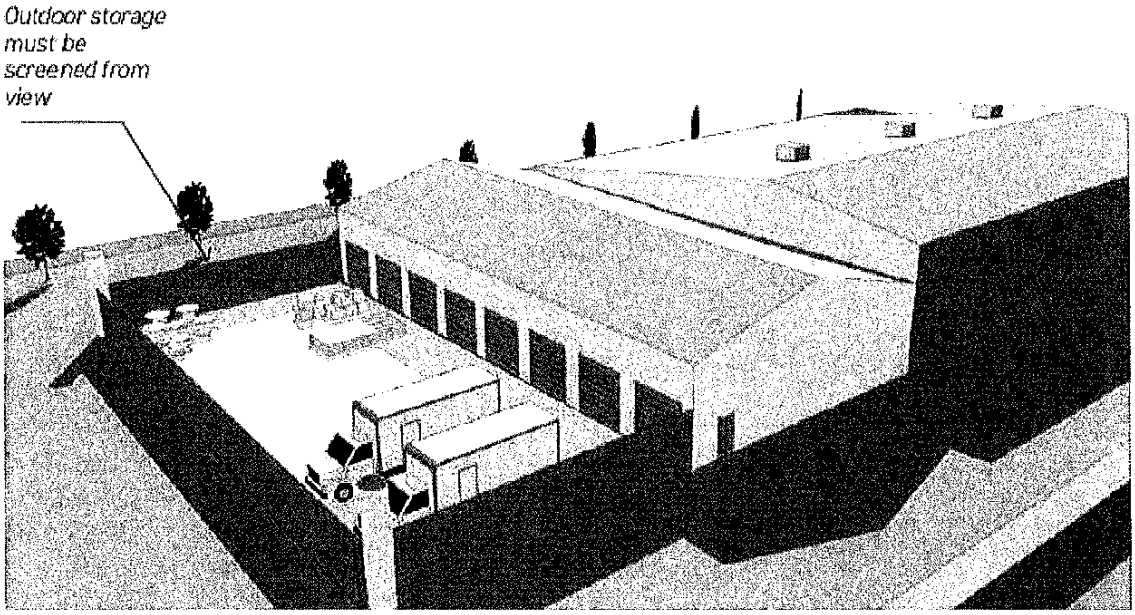


FIGURE 8. Storage Screening



b. Within the required front setback area, the maximum allowable fence height is eight feet if two feet consists of view fencing. If opaque fencing is applied, the maximum height is six feet.

c. The finish of walls and fences shall be constructed of durable materials manufactured for exterior use and shall be weather and decay-resistant, which are compatible with the adjacent building(s) in regard to materials, detailing, and color. Acceptable materials include:

   1) Stucco over concrete masonry units (CMU).

   2) Split face block.

   3) Brick.

   4) Stone.

   5) Curved interlock blocks.

   6) Gabions.

   7) Tubular steel, wrought iron bars, or other grill work.

d. Unfinished solid CMU or chain link are acceptable materials, except in areas visible from the public rights-of-way.

e. The use of razor ribbon (concertina), barbed wire, or cyclone fencing is prohibited.

f. Any required screening of mechanical equipment and support/services areas shall be accomplished by one of the following:

   1) An architectural building element, such as a wing wall, that screens the equipment or area being screened;

2) A wall or fence of a height equal to or greater than the height of the equipment or area being screened. Walls or fences shall incorporate at least one of the primary materials and colors of the nearest wall of the primary building; or

3) A vegetative screen planted along the full length of the equipment or area to be screened of a height equal to or greater than the height of the equipment or area to be screened at the time of planting.

8. *Signage.*

a. All signs shall comply with the City of Las Cruces sign code except as outlined below.

b. All signs shall be designed in accordance with the Overlay Zone District's adopted signage plans and regulations.

c. At key locations such as intersections, joint tenant/monument signs shall include language in Spanish, Braille and larger print for sight-impaired populations.

d. Vehicular directional signage within public right-of-way or on City property shall be exempt from signage standards.

e. Freestanding Monument Signs.

1) Freestanding monument signs will be limited to a maximum of one per street frontage.

2) The maximum signage size shall not exceed 450 square feet for lots adjacent to interstate frontage. The maximum signage size for all other lots shall not exceed 50 square feet.

3) The maximum height shall not exceed 80 feet for lots adjacent to interstate frontage. The maximum height for all other lots shall not exceed 18 feet.

4) Monument signs shall match the architectural style, color, materials and ornamentation of the primary building(s).

5) For all lots with more than one monument sign, all signs shall be of uniform design and materials.

6) Free standing monument signage is permissive at the primary park entrances.

7) The maximum height for directional signage is 6 feet.

f. Building Mounted Signs.

1) Building mounted sign size shall not exceed ten percent of the building facade to which it is applied.

2) Building mounted signs may not project more than 15 inches from the wall.

3) Building mounted signs shall have contrasting colors from the background and text height and font that ensures readability, but must blend with the architectural style, color, materials and ornamentation of the main building(s).

4) No building mounted sign shall intrude upon architectural features including windows, columns, or canopies or decorative features.

g. Temporary Signage.

1) Temporary construction signs shall be permitted in accordance with the City of Las Cruces sign code, with the following exceptions:

a) For properties less than ten acres, one sign is permitted not to exceed 64 square feet in sign area and eight feet in height.

b) For properties in excess of ten acres, one sign is permitted not to exceed 96 square feet in sign area and eight feet in height.

h. Prohibited Signage.

1) The following sign types are prohibited within the Las Cruces Innovation and Industrial Park:

a) Banners.

b) Billboards.

c) Portable or temporary signs, except for those permitted above.

d) Window Signs.

i. Signage Illumination.

1) Exterior and interior illumination will be allowed for both attached and freestanding signs, provided they comply with the following standards:

a) Signs that are illuminated shall have concealed lighting fixtures. This provision applies also to neon tubing and fluorescent fixtures.

H. *Definitions.*

Accessory, commercial/office uses. Any offices and commercial services and food, beverage uses listed in "Table 1. Use Table." These uses must be incidental to the primary use.

Accessory, residential use—non-primary. An accessory dwelling on a nonresidential premise, occupied by the person who oversees the nonresidential operation 24 hours a day.

Cannabis cultivation and *cannabis-infused products manufacturing.* A facility in which cannabis is grown, harvested, dried, cured, or trimmed. This use may also include the process in which a product is infused with cannabis that is intended for use or consumption other than by smoking including but not limited to, edible products, ointments, and tinctures.

Commercial services and *general retail.* An establishment providing for the retail sale of general merchandise or food directly to the consumer; this includes, but is not limited to, sale of general merchandise, clothing and other apparel, flowers and household plants that are not grown on-site, dry goods, convenience and specialty foods, hardware and similar consumer goods, or other retail sales.

Construction contractor facility and yard. A building and related outdoor area used to store and maintain construction equipment and materials including, but not limited to, plumbing, electrical, carpentry, roofing, and landscaping, and facilities customarily required in the building trade by a construction contractor. Any outside storage is required to be screened with an opaque fence.

Contemporary style architecture. The use of innovative and new construction technologies and materials with a focus on steel, reinforced concrete, and glass, clean lines and a form that follows function.

Drainage and major utility, other. A facility regulated as a public utility or common carrier by the state or other relevant jurisdiction or agency, including, but not limited to, major telephone facilities, natural gas facilities, water treatment plants, water pump stations, sewage treatment plants, stormwater drainage facilities, irrigation facilities, or similar public services. Major facilities are those sized or designed to serve the entire park, or a wide area of the park.

Film and media production. Outdoor or enclosed entertainment-related facilities including, without limitation, movie studios and production facilities, distribution facilities, editing facilities, catering facilities, printing facilities, postproduction facilities, set construction facilities, sound studios, special effects facilities and other entertainment-related production operations.

Fire and police station. A public facility operated by a governmental agency where fire engines and other equipment are housed, and from which calls for emergency fire responses are handled. This use may include administrative offices, storage of equipment, temporary detention facilities, and the open or enclosed parking of patrol vehicles excluding, however, correctional institutions.

Fleet vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. A fleet vehicle may also be a commercial vehicle.

Fleet vehicle parking. Parking of fleet vehicles.

Freight house or *truck terminal.* Property or building used primarily for freight pick-up or distribution and the temporary parking of trucks of common or contract carriers during loading or unloading, including necessary warehouse space for storage of transitory freight. May also include intermodal distribution facilities for truck or shipping transport. Accessory uses may include, but are not limited to, a truck wash and loading and unloading from rail spurs.

General agriculture. Any use of land for the purpose of production of crops and horticulture specialties, the raising of livestock and poultry, and the processing, packaging, storage and sale of agricultural products which are raised on the premises, and including all the types of structures normally associated with these uses, such as storage bins, barns, sheds, tool houses, greenhouses, garages, and any other use or facility ancillary to farming or open land. This use may also include the growing of plants for wholesale or retail sales, which may take place outside or in greenhouses. Outdoor sales of plants are allowed.

Heavy manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins, or liquors. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. However, this use does not include processes that input or create hazardous byproducts, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including, but not limited to, explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas. These processes are covered under the special manufacturing zone.

Higher education, vocational school. A private institution that provides full-time or part-time education beyond high school, including college, university and vocational schools that provides specialized training and education beyond the high school level.

Indoor entertainment/recreation venues. A commercial indoor entertainment venue where food, nonalcoholic beverages or other refreshments may be obtained for consumption on the premises and where floor shows, bands or other forms of entertainment may be provided for customers. This use also includes health club or gyms, and non-medical service establishment intended to maintain or improve the physical condition of persons.

Light manufacturing. Assembly, fabrication, or processing of goods and materials, primarily conducted within an enclosed building, which is designed, built and maintained so as to prevent smoke, noise, glare, dust, odors or other development impacts from being detected beyond the boundaries of the property. Assembly, fabrication, or processing may include compounding, processing, assembling, packaging or testing of goods. This use does not include any use that meets the definition of Heavy Manufacturing or Special Manufacturing.

Military and law enforcement agency. A public facility operated by the federal government where engines and other equipment are housed. This use may also include administrative offices, storage of equipment, and grounds for training and practice.

Natural resource extraction. On-site extraction of surface or subsurface mineral products or natural resources, including solids, such as coal and ores; liquids, such as crude petroleum; and gases, such as natural

gases. Uses may include quarries, borrow pits, sand and gravel operation, mining, soil mining, rock crushing, screening, and the accessory storage of explosives

Nightclub and *bar.* An establishment that is devoted to the selling or serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of those beverages, including taverns, nightclubs, cocktail lounges and cabarets.

Offices and *research facility.* A premise where professional, clerical, business management or public administration work is carried out and where the sale of merchandise on the premises is totally absent or a very limited activity in support of the work being carried on. This use may also include a medical or dental clinic for patients that are not lodged overnight and research and testing facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Outdoor entertainment. An outdoor commercial or entertainment activity that is open to the general public. This use may include outdoor markets, drive-in theater, stadium or other entertainment and recreation activities like batting cages, golf driving ranges, miniature golf courses, go-cart tracks, skating rinks, skateboard parks, swimming pools, tennis courts, or sports courts.

Outdoor storage. The keeping of any goods, material, or merchandise outside of a building in the same place.

Parking garage with/without liner building. A combination of structures for parking and a mix of uses (commercial, residential, office) where parking is designed to be concealed from view and levels of parking are at-grade, above grade, or partially below grade (but not fully underground). A liner building is a specialized building that may be built as part of the parking structure or separate; it is parallel to the street and designed to conceal a parking structure from the street with active ground floor uses such as retail shops or residential stoops. A parking garage may be designed without a liner building provided that it is designed in such a way so as to incorporate active ground floor uses, architectural features and articulated elements to mitigate blank walls and screen parking.

Recycling sort facilities and *electronic recycling.* A facility that sorts reusable materials in preparation for introduction into an industrial process by which the material is transformed into a new product in such a manner that the original identity as a product is lost. Material is limited to paper, plastic, and metal as well as electronics recycling.

Small animal facilities. A facility that serves small animals for their care and treatment. This use may include outdoor pens for temporary animal holding. This use does not include animal raising.

Solar energy generation. The use of land or buildings as locations for mounting of solar collectors or other devices that rely on sunshine as an energy source and are capable of collecting, distributing, or storing the sun's radiant energy.

Special manufacturing. Mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, and the blending of materials, such as lubricating oils, plastics, resins. This use ordinarily creates a greater than average impact on the environment or has significant impacts on the use and enjoyment of other properties in terms of noise, smoke, fumes, odors, glare, or health or safety hazards. This use includes processes that input or create hazardous by-products, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts including but not limited to explosions or leakage of nuclear or electromagnetic radiation into the environment or surrounding areas.

Telecommunications, towers, and utilities. Any facility used for wireless communications, usually consisting of a support structure for antennas, equipment shelters or cabinets, and/or other transmission and reception devices used for business or commercial purposes.

Temporary, construction staging area, trailer, or office. Temporary use of a structure, including a mobile office, as a construction site office by a building contractor while a specific project is under construction, or as a real estate office during the construction and initial marketing phase of a new development.

Temporary, seasonal outdoor sales, events. Temporary outdoor or indoor retail display and sales of new or used goods, produce, and/or handcrafts or services associated with the season or a cultural event such as sales of fireworks, pumpkins, Christmas trees, or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales. Incidental sales of food and beverages is allowed.

Vehicle services. Commercial services dealing with vehicles. This use may include car wash, vehicle and equipment sales, rental, fueling, recreational vehicle parking stalls and hook-ups, and repair.

Warehousing, logistics and distribution. Building or premise in which goods, merchandise or equipment are stored and frequent heavy trucking activity may occur. Open storage of material, or nuisances such as dust, noise, and odors may be part of this use.

(Ord. No. 2982 , § (I)(Exh. A), 8-16-21)

Editor's note(s)—Ord. No. 2982 , § (I)(Exh. A), adopted Aug. 16, 2021, repealed the former § 38-46 and enacted a new § 38-46 as set out herein. The former § 38-46 pertained to WMIP—West Mesa Industrial Park Overlay Zone District, and derived from Ord. No. 2354, § I, adopted Jan. 22, 2007.

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
August 27, 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
Kent Thurston, Member

BOARD MEMBERS ABSENT:

Vanessa Porter, 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
Mark Dubbin, Fire Department
Jocelyn Garrison, City Attorney

1. CALL TO ORDER (6:00)

Kaiser: All right. Good evening, ladies and gentlemen. We'll go ahead and call this meeting to order. It is 6:00 p.m. on August 27th. This is the City of Las Cruces Planning and Zoning Commission meeting. I guess welcome back from the little summer hiatus, since we didn't have a meeting in July. And I also want to welcome two new Commissioners to the dais this evening. I'm really excited to finally have a full Commission, although we're missing one Commissioner tonight who's out of town. But going forward we should have seven Commissioners. So very excited to have both of you here and excited to work with you all over the next couple of years.

10.1 Case 2ZCA-24-01: A request to repeal and replace Chapter 38, Article V, Section 38-46, Las Cruces Innovation and Industrial Overlay Zone District, of the City of

Las Cruces Municipal Code (LCMC). The amendments include modifications to land uses, parking, sidewalks, landscaping, and signage requirements. Council District 4.

Kaiser: All right, moving on to item 10.1. This is a request to appeal and replace Chapter 38, Article V, Section 38-46 of Las Cruces Innovation and Industrial Overlay Zone District in the City of Las Cruces Municipal Code. I'll turn it over to staff.

Ochoa: Covered here for whatever Economic Development staff that is out, unfortunately. But this is an amendment to the existing zoning code, which is what the section for the Las Cruces Innovation and Industrial Park Overlay, or LCIIP, as we like to call it. Showing the area here, roughly about 913 acres in size, relatively large area. Essentially, what staff was looking at is when we adopted the LCIIP we saw several opportunities for new development, for proposals to be going into that area, but when some of those proposals came before us, it was difficult to follow some of the requirements of the LCIIP in that area. So doing that, staff did take some time to see what changes we could do to this section of the code to help make it work a little better for development, and still kind of follow the original intent of what was the LCIIP. With that we did look into an article of Planning and Managing Suitable Industrial Park, which is published by the United Nations Industrial Development Organization or UNIDO, is what I call it. And they had like specific guidelines and requirements what industrial parks should be. With that they did kind of a breakup different types of what is an industrial park. The first one being kind of a research and development type of industrial park with technology and science type of uses, maybe universities, research centers in that area, multiple functioning labs, offices, commercial conference rooms, that type of use in that area. Need for state of the art infrastructure is definitely something that this area is typically what you see in these types of industrial parks. Well-designed buildings, good landscaping. Connectivity is another big thing as well, and doesn't really cater to what is heavy truck traffic for that area, a little more of a light industrial if you will is what we look for those areas.

The second area we look at that they described was a manufacturing warehousing area. This is the more large structure, big bulk, large type of development. There's adequate transportation networks, basic utilities, minimum landscaping, loading bays, kind of easy circulation for large semitrucks to get through your wide streets and those sidewalks, because those trucks don't play well with sidewalks; they bust them all the time. And then low ratio employment space, so large buildings, little number of employees.

The third one is what we call the agro industrial park. This is kind of a regional park used for regional farms, pardon me, used for processing, storage, packaging, so on and so forth like that. They range in size from small to medium sized farms. And again, large vehicle traffic is what we look for in these areas. So when staff read this document we looked into potential amendments that we could do to the LCIIP to make it a little more fit within what our needs, and not only our needs, but also for potential future development. We looked at the existing land uses that are permitted and not permitted, parking requirements, sidewalk requirements, landscaping, and signage requirements as well.

So the first item we're looking at is land uses. What we're looking at doing, what this amendment is essentially allowing for indoor entertainment recreational venues. This is what we're looking for in what we call our aerospace area. I'll have a map before you here in a minute just explaining the three different land uses. We are not allowing for wholesale or outside storage for commercial use in the commercial area. And we'd also like to allow for RV parking and hookups in the commercial area for stalls of the water, sewer, and electrical hookups. To give you a better idea of where we're talking about, the first item we're looking at allowing is in the aerospace area here, shown here closer to the airport on the north side of what was the West Mesa Industrial Park. Commercial area here in the center, that is where we're eliminating that second one of the outdoor storage for commercial, and then adding the use for RV hookups makes a lot of sense, especially since you're right off of the interstate here. As you can see here like the Love's proposed for RV stalls here with hookups for people who get off the interstate, they could stay overnight, hook up to the RVs, and they're off on their journey the next day.

Additional thing we looked at is parking requirements. Currently there are no parking supply minimums required. What we're looking at doing is essentially just allow whatever use goes into the LCIIP is to follow what is currently adopted on our current land use table. Currently under 2001 Zoning Code we have a slew of land uses that are permitted, and it actually gives you a guideline as to the number of parking stalls that are required for that property. If a development for some reason can explain or justify if you will, the need for reduced parking stalls, the amendment to the LCIIP essentially states that the economic development director or designee could potentially wave or allow for the reduction of the number of parking stalls for a particular development, that'll be on a case-by-case scenario though. Third thing we're looking at here is essentially the installation of sidewalks. If you go back to the two different ones, the two different scenarios of an industrial Park that I spoke about before, a research development area, that is what we look at potentially being what is the north side of Interstate 10. That area we definitely want to keep sidewalks in there, because it asked for connectivity, asked for pedestrian mobility in that area. And then

essentially in the southern side, which is the manufacturing warehousing area where we're expecting more bulk trucks, large trucks, semitrucks, even if you go out there now you'll see a number of them just lined up along Crawford Drive and some of the roadways around there, that side of Interstate 10, the southern side, essentially not requiring for sidewalks in that area anymore.

So to better explain, here the north side closer to the airport, that is where we want to keep sidewalk requirements to allow for that connectivity. And the southern side here, south of Interstate 10, this will be the more manufacturing warehousing area where we would not require sidewalks in that area anymore. Currently, the majority of the roads out there roughly anywhere between 50 to 60 feet wide in pavement with a large shoulder on the side. And as I stated before, if you do head out there you could see a number of trucks just pull off the freeway and use that area. And I don't know if anybody's seen sidewalks where there is a number of trucks, they don't work hand in hand because they get destroyed pretty easily.

The fourth item we're looking at amending is landscaping requirements. Currently, the LCIIP calls out for a minimum of 10% for any type of development in that area. What we're looking at doing is going back to what we used to have with what was our West Mesa Industrial Park Overlay, the one before this one, which is kind of a scaled type of landscaping requirements, where the total area of your property depends on the size of your property is the percentage that you'll have to provide. So for the smaller lots we still want to see that more landscape area. So if a property is anywhere between one to four acres in size, we're asking about 12% of the area to be landscaped. For properties four to eight acres in size, about 10% of the property. Eight to 12 acres in size, 8%. And then any really large piece of property that's about 12 acres in size, we're looking at about a 6% landscape area for that development. Those type of ones we typically see large, enclosed, fenced in areas in the back and just offices in the front, so we at least want to have that landscaping in that area to have some type of frontage if you will, some type of appearance of landscaping in the front along the streets.

The last item I believe that we have for amendment is the signage requirements in that area. Currently, there is a maximum height requirement in the entire LCIIP of … I'll start again, in the entire LCIIP there is a maximum sign height requirement of 12 feet right now. I believe some of you all were here when a couple of developments went into that area that they looked for taller signs, larger signs for the purpose of being seen off of the freeway. So that is the reason for this. So what we're proposing is 80 foot, a maximum of 80 feet tall for lots adjacent to Interstate 10 only, and then 18 feet tall for all other lots essentially bringing those signs up an additional six feet is what we're looking for. Additionally, we'll be changing

the maximum signage requirements. Currently it is capped at 50 square feet for any type of development. We're looking at going at 450 square feet for lots adjacent to the interstate frontage, and maintain a 50 foot - we are looking at maintaining a 50 foot square foot sign for all other lots. Let's see here additionally on top of that we have the ability for directional signs. Currently it is not to exceed four feet in height. We're looking to bump that up to six feet, essentially for the purpose of trucks and so forth to see them and not get run over essentially which is a lot of the issues that we get from some developers out in that area when directorial signs are limited, and that much limited in height they tend to get run over unfortunately.

So, to kind of show you here what we're talking about, this was the Love's that was approved, variance was approved for the sign by the Planning and Zoning Commission not too long ago. Eighty foot tall sign, this one actually got a variance for even larger sign, a square footage of 1,189 square feet. Additionally, there was an Allsup's sign that was also approved by you all that was 80 feet in height and 340 square feet in size. So this sign would actually be legal when it comes to the new requirements by the LCIPP in that area. And this was kind of an excerpt from that variance if you all remember, there was a study that they actually had not only the sign developer but they got together with the Department of Transportation explaining how a taller sign off the interstate makes it safer for people while they're on the freeway to see it at a better, see it easier from a farther distance to be able to exit properly and exit safely off the interstate to get to their establishments. So this right here, showing this property going off of I-10, you could just see that sign here, that's what that side would look like at the 80 feet tall sign off of the interstate, just as an example. There it is. Right over here.

Those are essentially all the amendments we're looking at doing to the section of the zoning code. So your options are, one, to vote "yes" and approve the proposed amendment. This will go before, that recommendation will go before the City Council for their final consideration. Two vote "no" and deny the proposed amendment. To vote to amend or add conditions as deemed appropriate by the Planning and Zoning Commission, or four to table, postpone and direct staff accordingly.

Kaiser: Thank you. Any questions from the Commission?

Thurston: I got one. Can you go to the page where it shows the agriculture area? So grew up in Hatch a little and they had like the onion sheds. They had other things like that. They had some chili plants that all the farmers would grab everything and put in one local spot, right, like the onion sheds, where they would dry the onions out. Well, those are normally like larger buildings, and something like that if I looked in here at your allowable buildings, it doesn't allow for like a metal building. Would that be allowed? Would metal

buildings be allowed in this area? Or am I just misunderstanding what I'm reading? Let me see if I could get to it, it was under the architectural …in page 10, so it's in your architectural building materials. No, I guess it is. I skipped over that, that would be under B right there, architectural metal, so you can do that in there. Sorry. Then my comment is, I will hold off on that one, because I was like, that's what we need over there is the big buildings.

Ochoa: And Mr. Chair, Commissioner Thurston. In the past we have kind of have compromises with that before as well where we would allow the metal buildings, but then they would just have to texture them or finish them in a different way in order for them not just to be a big metal box out there, have some type of definition, stucco, something, some type of exterior to kind of blend in a little bit better with the area, sir.

Kaiser: Any other questions? Just out of curiosity, so prior to this, these proposed changes, there was no parking minimum. There's no minimum parking requirement. Why? Why do we suddenly need one?

Ochoa: So Chairman Kaiser. The way I that I discussed this with staff who wrote this up essentially is you want to have some type of parking out there where it's not just, I'm just going to build something and put absolutely no parking in the area, and then having that issue flow onto other properties possibly or the street. So now we're just looking, currently there's not, there's just a minimum right now. There's no maximum, so it's just allowing people now to actually have a number that they could reach. And then again, they could always reduce that. Say you're building a very large warehouse where you have minimal staff, with current code you were required to provide a minimum of one parking space for every 500 square feet, so you'd be on hook for like, say 200 parking stalls. If you could justify to the Economic Development Director that, I don't have that much staff, this is my actual occupancy, then that's a reduction that we could definitely look at, sir. The reduction is a big one that staff is looking at doing to allow for the development in the future, sir.

Kaiser: Okay. I guess I'm a little confused because the parking requirements that we currently have are, it's all pseudoscience, not based on anything. We don't have parking requirements in downtown. People still build parking lots. I'm assuming that there's been development out here. So I guess what's the rationale, I mean they're obviously building parking lots, so why do we need to change course here? I mean we even acknowledge that the amount of parking we need is minimal because of the uses. I guess I just don't understand why we wouldn't just let the market dictate how many parking spaces they feel they need to make their project financially viable.

Ochoa: Mr. Chair. Understood. And staff did discuss that further. The biggest thing we do see though, this area is still largely, the only way you can really get

there is by automobile. So by doing some type of minimum parking stalls, parking requirements, that's kind of what we're trying to take into effect to have some type of parking for all the commuters that'll be going to this area, because that's essentially who will be working out there are commuters, sir.

Kaiser: All right. Thank you. Going to public comment. Anybody in the audience who wishes to speak on this item this evening? That's a fascinating topic. All right. Coming back to the Commission. If there's no final comments or questions? Yes, Commissioner.

Thurston: I agree with you on the parking because I think the market will dictate it out there. Is there a way to change that to reflect a no parking as it was before, and then agree to the other changes that they have?

Kaiser: Yes, I think there's probably a couple of options. But to that point just one, I guess additional question, are there any prohibitions on on-street parking in this area?

Ochoa: Mr. Chair. Per City standards, typically the only roads where on street parking is prohibited are along collector roadways and thoroughfares if you will, sir. The majority of these are all local roadways so on street parking technically is permitted, sir.

Kaiser: Okay. So, on this map here that we're seeing. I'm not sure if these are conceptual roads. But the roads that we're looking at right now, those would be the collectors I guess, fair statement.

Ochoa: Mr. Chair. No, these are actually the roadways are located in there. The only real collector I believe is Crawford, the one that runs north and south between both sides. The majority of them all around here are all local roadways, essentially, sir.

Kaiser: Okay. Thank you. So my thought process there being that if you can park on the street and we're expecting minimal parking, seems like that's going to be more than sufficient. So I think the way that we would go about striking that particular change would be I think, it wouldn't be a condition, it would be a motion to, yes, someone explain to us.

Ochoa: I could clarify that for you in a minute, Chair. I believe we have our Economic Development Director who might actually add something for you, please.

Kaiser: Okay. Yes, please go ahead. Please state your name for the record and you may begin.

Teeters: Mr. Chair, Commission members. My name is Elizabeth Teeters, and I am the Economic Development Director here at the City of Las Cruces. I worked with Sara Gonzalez to do these changes. When it comes to parking on the street out at the industrial park, we actually recently met with Saputo Cheese, which is the biggest business out there, and they have concerns because there are trucks that park out there off of Crawford which is the main thoroughfare, and they have people coming and going at all hours of the night, because they run three shifts, and it's very unsafe. So it is not recommended by them at least to have any parking on the street, because you have big trucks that drive in and out, you have employees that are coming in all hours of the day as well.

Kaiser: Okay. I mean the way I see it is then a property owner/developer would build parking. That they believe they need it, they'll build it. So I don't know why we need to put you know arbitrary numbers on what they're required to do. So I think if that's something that we were going to do then I think it would be a motion to strike the proposed language and keep the original language. So that would be how we address that, if that's something we wanted to do,

Ochoa: And just for point of clarification, Chair Kaiser. Yes, so it'd be a condition to vote to approve with the condition that the proposed language for parking you'd strike and keep the original language when it comes to referring to parking, is what we're looking at, sir.

Kaiser: Okay. Got that?

Thurston: Yes. I just didn't want to, one of the reasons for that is, if we, a lot of these buildings are going to be oversized, and so when I've done anything when it comes to parking requirements, we normally go the size of the building. And so I can just see in the future if a large building comes in we're going to have to be dealing with the reduction anyways. So we're putting, you're just going to make more work for the applicant to come in and get that reduction when they should be able to just come in and put the required parking as the market demands for what they're going to use it for.

Kaiser: All right. So with that, looking for a motion to approve. And Commissioner Thurston if you want to make the motion with the condition to keep the old parking language and remove the proposed, that would be a condition, or that would be the motion, and then someone second, we'll take a vote.

Thurston: I make a motion to approve 10.1 with the condition of keeping the old parking requirements.

Smith: I second.

Ochoa: Sorry about that. Alrighty. Commissioner Thurston.

Thurston: Yes. I'm trying to find the reason why to say yes.

Ochoa: I'm sorry. Point of order, Chair. So instead of saying as stated before, recommend, vote to approve with recommendation by staff. It's a quick change is I vote to approve based on findings provided by staff. Because there are facts of findings in your staff report that staff provided you. Those are the findings you could definitely state are as your findings essentially, or just staff's findings.

Thurston: Thank you. So yes based on the findings that staff has recommended. Okay, is that, that will work. Yes, that works.

Ochoa: Commissioner Acosta.

Jo. Acosta: I vote yes to approve based off of I guess findings from the Commission here.

Ochoa: Commissioner Smith.

Smith: I vote yes based on its consistency with purpose and intent of the zoning ordinance.

Ochoa: Commissioner Acosta.

Je. Acosta: Yes, based on staff findings, facts and findings.

Ochoa: Thank you. Commissioner Murray, please.

Murray: Yes, based on staff findings and the proposed use of the industrial park.

Ochoa: And Chair Kaiser.

Kaiser: Yes, based on staff findings and consistency with Elevate Las Cruces. Motion passes.

Ochoa: Thank you all.