CITY COUNCIL
AGENDA

Monday, May 6, 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.

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

3. PUBLIC PARTICIPATION

4. READ CLOSED MEETING STATEMENT

4.1. Read April 15, 2024 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of April 1, 2024. 5 - 37
City Council - Apr 01 2024 - Minutes - Pdf

6.2. Work Session of April 8, 2024. 38 - 46
Work Session - Apr 08 2024 - Minutes - Pdf

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

7.1. RESOLUTION NO. 24-103: A RESOLUTION TO ENTER INTO A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT SERVICES FOR THE PROCUREMENT OF BATTERY ELECTRIC BUSES AND CHARGING STATIONS TO CENTER FOR TRANSPORTATION & THE ENVIRONMENT OF ATLANTA, GEORGIA FOR A TERM OF FOUR YEARS IN A TOTAL AMOUNT NOT TO EXCEED $385,500.00, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088). 47 - 69
Resolution No. 24-103 - Pdf

7.2. RESOLUTION NO. 24-104: A RESOLUTION TO AWARD A CONTRACT FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT MANAGEMENT SERVICES TO CLIFTONLARSONALLEN, LLP OF ALBUQUERQUE, NEW MEXICO, FOR A TERM ENDING DECEMBER 31, 2026, IN AN AMOUNT NOT TO EXCEED $180,000.00 PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-049). 70 - 82
Resolution No. 24-104 - Pdf

7.3. RESOLUTION NO. 24-105: A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT 19-20-077A POLICE AUDITOR SERVICES, WITH OIR GROUP, LLC, OF LONG BEACH, CALIFORNIA, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO $125,000.00 (PROCUREMENT 19-20-077A). 83 - 101
Resolution No. 24-105 - Pdf

7.4. RESOLUTION NO. 24-106: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2024, TO JUNE 30, 2025, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) L100518 HAWK US HIGHWAY 70/PICACHO AVENUE PROJECT. 102 - 128
Resolution No. 24-106 - Pdf

7.5. RESOLUTION NO. 24-107: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS AND AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP). 129 - 244
Resolution 24-107 - Pdf

7.6. RESOLUTION NO. 24-108: A RESOLUTION APPROVING SUBSTANTIAL AMENDMENTS TO THE 2021 AND 2022 ACTION PLANS AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES, AND AUTHORIZING CITY STAFF TO SUBMIT THE PROPOSED AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND 245 - 252

INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

Resolution No. 24-108 - Pdf

7.7. RESOLUTION NO. 24-109: A RESOLUTION APPROVING THE 2024 ACTION PLAN AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES CITY STAFF TO SUBMIT THE 2024 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES. 253 - 345

Resolution No. 24-109 - Pdf

7.8. COUNCIL BILL NO. 24-025; ORDINANCE NO. 3067: AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES. 346 - 456

Ordinance No. 3067 - Pdf

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

8.1. RESOLUTION NO. 24-110: A RESOLUTION APPROVING THE APPOINTMENT OF JAMES DEROSSIT TO ACT AS MUNICIPAL JUDGE II, IN ACCORDANCE WITH THE CITY CHARTER, ARTICLE IX, SEC. 9.02(C). 457 - 460

Resolution No. 24-110 - Pdf

8.2. RESOLUTION NO. 24-111: A RESOLUTION APPROVING A SUBSTANTIAL REHABILITATION AND AN EXCEPTION TO THE HOME REHABILITATION HANDBOOK FOR THE RESIDENCE LOCATED AT 1001 COLORADO AVENUE. 461 - 467

Resolution No. 24-111 - Pdf

8.3. RESOLUTION NO. 24-112: A RESOLUTION ADOPTING FUNDING PRIORITIES AND ALLOCATIONS TO VARIOUS LAS CRUCES NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2025 (FY25) TO PROVIDE HEALTH-RELATED PUBLIC SERVICE NEEDS AND AUTHORIZING THE INCORPORATION OF THE FUNDING AMOUNTS INTO THE CITY'S FY25 BUDGET. 468 - 483

Resolution No. 24-112 - Pdf

8.4. RESOLUTION NO. 24-113: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A BUDGET ADJUSTMENT OF $1,100,000 FROM THE TELSHOR FUND (2705) FOR THE POLICE DEPARTMENT REAL TIME CRIME CENTER RENOVATIONS; AND TO AMEND THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENT PLAN. 484 - 499

Resolution No. 24-113 - Pdf

8.5. RESOLUTION NO. 24-114: A RESOLUTION CALLING FOR A 500 - 504

PERMANENT CEASEFIRE IN PALESTINE.

Resolution No. 24-114 - Pdf

9. BOARD APPOINTMENTS

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1. COUNCIL BILL NO. 24-026; ORDINANCE NO. 3068: AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024). 505 - 525

Ordinance No. 3068 - Pdf

10.2. COUNCIL BILL NO. 24-027; ORDINANCE NO. 3069: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001). 526 - 550

Ordinance No. 3069 - Pdf

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Monday, April 1, 2024 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - MAYOR PRO TEM BENCOMO.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - MAYOR PRO TEM BENCOMO.

Councilor Bencomo presented Barbara Toth with a proclamation for Distracted Driving Awareness Month.

Councilor Bencomo recognized the Neighborhood Leadership Academy participants.

1.3 JOBS OF THE WEEK.

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

1.4 PETS OF THE WEEK.

Amy Defelix, Animal Services Center of the Mesilla Valley presented Pets of the Week.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Mayor Enriquez said I want to make an announcement before we start the public participation. I have been made aware that the New Mexico Municipal League has an evaluator. They come and evaluate your city council meetings, and this is a direction I want to go. I have always wanted to run a good business meeting for the city council and our work sessions, so I had mentioned that we were going to move the public participation to the end of the meeting. We are not going to do that now, we are going to postpone it. I want to get the evaluation first so that once we get the evaluation and then we can look and see what moves we make. I don't want to make numerous moves. The whole intent is to try and run a good business meeting.

David Rutherford, Member of the Public said I have a couple of issues. The first one is the water issue which I think should be at the top of the list. I live on Sonoma Ranch Road, and it is the Moongate Water District I believe, right? So, I was told that we have 200 years' worth of water and I tried to do a deep dive so to speak on the internet to try to find out if that was accurate or not. I looked at some hydrologist reports, etcetera from New Mexico State and I really couldn't find anything definitive but in my humble opinion I think that water should be on top of your list because I did speak with one of my neighbors that told me that she discovered that we only have 20 years of water left. So, which is it 200 or 20 years? That is a big difference. I really would like to know from you and make it very transparent to the public exactly how much water is there left. That should be on the top of your list. The next meeting or maybe this meeting maybe somebody could give us the answer to that because hopeully I am not the only one that is concerned about water here. Do you have a definitive answer on how much water we have?

Mayor Enriquez said if you want to leave your name and number with the Clerk and we will make sure that the Director of Utilities will get to you with that information and then we will do everything we can to get that open in public.

David Rutherford said it should be open, it should be transparent. You are developing, you are growing. How are we going to use this water? How is it going to be allocated? How can we save water? That is issue number one. Another issue is I like cycling. I would like to be able to take my bicycle from where I am to Lohman Avenue and if you look, I have been to great cities around the world they have great public transportation and they have a great road where people can move around, walk and cycle around. That is another issue.

Dan Parrott, Member of the Public said I am here on behalf of myself and my wife Lisa Parrott. I am also representing several families and neighbors in the High Range neighborhood. We are currently no changes being made on the current ordinances restricting commercial businesses in single family dwelling neighborhoods. We are also opposed to multifamily zoning, retail businesses, including cannabis sales, and commercial businesses in the city in our single-family neighborhoods. If these type of zoning changes are approved it is expected that the values of our homes will be reduced. I am urging the city council to very carefully consider this in relationship to the values of the homes, the future of this city, and the growth of the city for the better.

Albert, Member of the Public said I am here as part of Las Cruces for Palestine. As we gather here today I urge us to confront this dark reality unfolding in Gaza since October 7th Israel has unleashed over twenty-five thousand tons of explosives upon Gaza. This is equivalent to the devastation that was brought on by two nuclear bombs. To put things into perspective, Gaza is 27 times smaller than Dona Ana County and holds twice the population. It is vital to recognize the disproportionate impact of violence inflicted upon its inhabitants. We are actively funding and supporting a genocidal campaign of collective punishment as Israel continues killing Palestine's at unprecedented rates, while bombing hospitals, ambulances and universities reducing them to rubble. Palestinians are dying in their homes, churches, in their shelters. As of today, most civilian infrastructure in Gaza has been flattened and rendered uninhabitable. These relentless bombings have not only claimed innocent lives but have also shattered the pillars of Palestinian history and stifled the educational opportunities for future generations robbing Palestinian people of their heritage. The toll on human life is equally appalling. Over 309 health care workers including doctors, nurses, and ambulance drivers have been killed while serving their communities. At least 352 schools representing over 70% of educational institutions in Gaza have been targeted and bombarded claiming the lives of over 200 teachers and educators. We are accountable for the future we forge ahead. I have four nieces and two nephews, the oldest one turns fifteen today. When I look at them, I feel an enormous amount of responsibility. I want nothing more in the world than to be able to provide them with a safe space. I want them to know love, compassion, and unity. This aspiration is shattered when I consider the 13,000 Palestinian children who have perished in Gaza due to Israeli attacks. The average age in Gaza is just eighteen years old. About 40% of its population consist of children fourteen years old or younger. The constant fear of air strikes, the loss of loved ones, the destruction of their homes, deliberate forced famines, and human rights violations under Israel's siege will leave psychological scars that will shape their lives and the future of their communities. We can't be complacent in creating a reality in which we turn a blind eye to these atrocities. The consequences of our inaction will echo for generations to come therefor I urge this council to take a stand against the injustices being perpetrated in Gaza and demand an immediate ceasefire. It is now time to display our principles through our actions and work tirelessly towards a lasting peace that ensures the freedom, safety, and dignity of all Palestinian people.

Devin Narvason, Member of the Public said I have been a resident of Las Cruces for ten years now and I am here today to speak on behalf of Las Cruces for Palestine. In the last six months at least 32,700 civilians have been killed by Israeli forces including more than 13,000 babies and children. We know that the actual death toll is much higher given that there are more than 8,000 people currently missing under the rubble. So far 27 people, 23 of them children have starved to death due to the blockage aid by Israel. This is intentional manmade famine. When one side controls whether the other gets to eat or starve to death, it is not a conflict nor a war it is genocide. I know that some folks in this room are thinking, why should I care or what does that have to do with me or the city of Las Cruces? And to that I say you are human beings, and your fellow humans are being starved and massacred and you should care about it. If this were happening to you, I am sure that you would want people to speak up for you. I urge all of you to look within and find your humanity. Some people may think that we need to focus on the issues happening here and help

Americans and to that I have to say I agree with you. Every single year the US sends $3.8 billion to Israel to fund its violence against Palestinians. To steal their land, destroy their homes, and kill their people. That is more than $13 million New Mexico tax dollars or $1.6 million of Las Cruces tax dollars every single year. According to the US Campaign for Palestinian Rights that money could provide 191 Las Cruces families with public housing for a year, more than 500 children with free or low-cost health care, more the 4,500 homes with solar electricity or even completely cancel the student loan debt for 42 Las Cruces students. So just imagine what $3.8 billion year could do for communities across the country instead of funding the slaughter of innocent people. Not only as elected officials but as human beings with a conscious I am calling on you to use your power and your influence to call for an immediate and permanent ceasefire. It is estimated that 130 children are killed every day, more than 10 children lose a limb every day. So, it is imperative that we act now.

Gwen Stacy, Member of the Public said I am also with Las Cruces for Palestine, and I just want to be upfront with what we want. So, what I want is for the City of Las Cruces to support a ceasefire resolution for Israel and Palestine and it is for a few reasons. The first is that of course there is a mass amount of civilian deaths and casualties but in addition there is another commonality that it has with other countries like Ireland, China, and India, and even many tribal nations in the United States and that is that there is an imminent danger of a famine in the region. However, in this case it is exceptional because it is not only a famine. It is a preventable one that also includes massive amounts of violence and conflict in the area. Without a ceasefire resolution it is very likely that lots of aid trucks will continue to be blocked in the area. That is all kinds of people will be starving, almost 1.4 million civilians dying from malnutrition, and we have already seen what is happening with malnourished mothers and babies being born in the area. So, I feel that it is the responsibility of the Las Cruces City Council to join other cities in the United States in supporting the ceasefire resolution.

Yovani Sebastian Hernandez, Member of the Public said I am a 23-year-old Las Cruces, New Mexican and child of immigrants from Mexico. I am also a community member organizing with Las Cruces for Palestine. I have a variety of identities, a variety of allegiances but what matters to me the most is our shared identity as human beings. In the spirit of our shared humanity, I believe that it is our shared right to life, to freedom, to live without fear, that are amongst the most important values that we can fight for. It is for those reasons that I can humbly stand before you all today in solidarity with the people of Gaza with our Palestinian siblings who suffer day after day, night after night from a genocidal colonial terror campaign from the state of Israel supported by the United States government. Silence and inaction is nothing more than shameful complicity with the genocidal and colonial aspirations of Israel and those of our federal government. I look at my neighbors, my fellow Las Crucens and I cannot help but to see the same faces of those being bombed, terrorized, displaced, reflected in my community. The brown eyes that look at you today are the same that watch bombs fall on Gaza. Thus far the federal government has failed to make any moves towards serious talks about the ceasefire in Gaza and has only increased sending funding arms and political support for the purposes of perpetuating genocide against Palestinians. Our congressional representatives have done what they can and now it is our turn as New Mexicans, Las Crucens to pick up the mantel to stand on the

right side of history against genocide. To that end I urge you all, Las Cruces City Council to call for pass and stand behind a permanent ceasefire in Gaza and call on our Congressional Delegation to take further progressive action. The community has spoken and will continue to speak out against genocidal actions carried out by our federal government, by terrorist states, and against oppression.

Dolores Bernal, Member of the Public said I am the lead organizer for Save the Roadrunner. Save the Roadrunner is a new grass roots, nonpartisan organization in Las Cruces looking out for residents and that wildlife displaced by unchecked development and construction in our city. Learn more about us at savetheroadunner.org. I would like to present a short photo montage of bird species that Dana Parsons, one of our members has observed in the 56 acres plan for the Mora Villa Dam and Apodaca Blueprint Projects at Triviz and Madrid Avenues. As you can see these desert areas are not empty. There is abundant wildlife that calls those 56 acres home and our group is asking that you review these projects and the scale of construction that will displace the wildlife that lives there. We need environmental impact studies done for this project and all future projects in Las Cruces. Protecting wildlife is also your mandate.

Dana Parsons, Member of the Public said I am a passionate birder especially interested in the birds and wildlife found in Dona Ana County. I got involved with Save the Roadrunner after of plans for development at Madrid and Triviz. I am concerned with how recent development is affecting our natural habitats in Las Cruces. Development that has already aided in displacing species like the Burrowing Owl, which use to be prevalent in the city and is now gone. I visited the area around Madrid and Triviz recently over 7 days collectively walking around 10 miles, over 9 hours In found that this area is more than what it appears. It is a very unique and diverse ecosystem. In addition to the 25 species of birds there are mammals, reptiles, many native plants including cacti, yuccas, trees, grasses. Some only growing in water channels going through the area. There are wildflowers and native pollinators such as bees, butterflies, and moths which aid in the production of our natural resources. I am worried and concerned that the city is not taking the proper precautions to protect its natural habitats and is not aware of the unintended consequences of developing some of these areas.

Spencer Taylor, Member of the Public said I am a lifetime Las Crucen, NMSU Master of Fine Arts, Professor at NMSU and DACC, Family Visitation Supervisor for Katherine and Associates, former freelance writer for the Sun covering community events so please know that I speak to you from a perspective that is rooted in deep personal care and investment in our community. For over half a century Palestinians have been marginalized, killed, displaced, and robbed in processes as settlers of colonial projects similar to colonialization inflicted on indigenous people to the Americas including in New Mexico. The colonization inflicted on Palestinians is rooted in the antisemitic politics of Zionism with the express goal of expelling Jews from Europe. Zionism fails to justify the illegal occupation of Palestinian land by the state of Israel as its displaces Palestinian people in the west bank via illegal settlements while enforcing merciless border policies on Gaza that for decades have prevented material necessities from entering Gaza and has prevented civilians from leaving. Experts call Gaza the world’s largest open-air prison and the world’s largest concentration camp.

From October 2023 till this minute Israel has with support with billions of dollars from the US massacred civilians using modernized weaponry, bombs, and drones killing over 32,000 innocent civilians, over 12,000 children. Israel has destroyed thousands of hospitals, mosques, schools, and households while pressing roughly 1.4 million survivors into crowded Rafah where they faced the largest catastrophic hunger in history. Palestinians have been forced to eat grass and drink boiled salt water while injured Survivors are amputated without anesthesia or basic medical care. After promising Rafah as a safe zone Israel has killed civilians seeking refuge there. The UN has proposed three globally supported ceasefire resolutions, all vetoed by the US despite the fact that significantly more Palestinian than Israeli hostages have been released during times of ceasefire. The International Court of Justice led by South Africa with its own apartide history has convicted Israel of possible genocide, ignoring a confirmed UN resolution for a brief ceasefire Israel continues to break international law with killings. These war crimes have been documented and often live streamed. Israeli and US media have failed to report accurately and in full including the proven exaggeration and fabrication of events reported by the New York Times last October 7th. What do these international events have to do with the community of Las Cruces beyond vital basic human empathy. A few things to consider, billions in federal monies spent on genocide as Las Crucens go without housing, health insurance, food, and education. Certainly, some of this federal money could alleviate suffering in our community. What about Palestinian members of our community, students, and others threatened by this normalized dehumanization and not to mention fear for their family members here and in the west bank and in Gaza. The city must serve all members of our community, a community that is only for the select is no community at all. Let us take a moral stance in history. I call on the city to call for a permanent ceasefire in Gaza and in the west bank, restoration of funding the UNRWA which provides vital humanitarian aid, free passage of humanitarian aid to Gaza and commitments to reparations to the Palestinian people.

Jorge Aguirre, Member of the Public said I am a small business owner and employer and resident of Las Cruces and I am here about bringing back the topic to local issues. I am here because a lot of the issues facing our community are caused by poverty and poverty doesn’t happen in a vacuum. It is created by artificial scarcity and it causes desperation and it often leads to violence and crime, and theft. So, supporting the police, I supported the police too but we also supporting the police understanding their limitations. They cannot even with the best of budgets solve the root issues of the problem which again is poverty. So how is the city promoting poverty? We deserve a city built for citizens and not for cars. Cars are machines of poverty. So, this is why I would like to request the removal of building setbacks and parking minimums from the city code. Legalize housing. Asphalt is expensive. A city designed for cars encourages driving even for the smallest of distances. Wider roads and plentiful free parking encourage demand for vehicles which increases traffic which increases demand for wider roads which increases the cost for everybody in a cycle of ever-increasing cost but not solving the problem, the problem of transportation for our citizens. Even people who shouldn’t drive are forced behind the wheel because there are no safe and practical alternatives. As citizens for cars also restricts the freedom and growth of our youth. It renders them unable to move about the city without an adult driving them around, effectively, supervising them like children limiting their independence unless parents can afford to pay double the cost

of insurance. This is why I would like to request again the removal of requirements for building set back and parking minimum for the city of Las Cruces. Free our investors and business owners to adapt their new buildings in a way that makes the most sense so they can do whatever meets the demands of their customers instead of the need of a city ordinance.

Israel Chavez, Member of the Public said I am a civil rights attorney here in our fair city. A couple of things, I am very proud of the group that has come out. I would assert to the council and Mayor that probably the majority of our community at least in my experience believes everything you are hearing. I want to mention that narrowing Lohman and Amador was a conversation we had. We were promised we were going to make it more walkable as a city, there has been crickets since the recent election so I would call on the Mayor and council to bring that back up. Another person has died again at Lohman and Amador. I don't want it to be one of us and so please, please make it more walkable. Please make it accessible. I also want to address in my office I have gotten quite a few more civil rights issues from the city. I know Attorney Samples has probably seen my name a couple more times more recently. I want to in no uncertain terms condemn the anti-people, anti-struggling people sentiment that seems to be emanating from certain levels of the city. We should be anti-homelessness. We should want to get people housed. We should not be anti-people and that is what I am seeing. I am seeing contractors of the city, that security force that you pay for downtown I am seeing really egregious conduct. I am seeing mistreatment of people who are perceived to be homeless. I live here. I don't want the city to have to pay for all these lawsuits but make me unemployed. Please fix the problem. Lastly, I want to condemn the expensive private studies the city continues to pay like the lights in the Mesquite District. Now we have to half a million-dollar study to put in lights. Come on, it's a waste of money. You have so many staff internal and previously and I say you, nobody in particular, the city said that there were going to use internal people and now again we get told its going to cost like half a million, we only have about $600,000 for lights and I don't know who these out of state folks are who keep getting paid so much money but you can ask the community and the community will tell you where the lights need to be. We walk the streets, we get harassed by folks and city employees sometimes in the streets of our own community. We will tell you where the problems are just listen and do not move public comment to end of city council because that seems to me that it shows what the city thinks about public comment.

Vee Quevedo, Member of the Public said I am a resident of Las Cruces in District 1. When I was thinking of what I should say today and what would be the best thing to say I decided that nothing would be more important than what Palestinians are saying. I am here with Las Cruces for Palestine to ask our city council for a ceasefire in Gaza. So, I am going to use my time to quote Palestinian attorney Lara Elborno from a December 13th interview when asked what the worst day? "Every day has been the worst day. Israel out does itself in brutality and destruction every day. So, every day is the worst day. The day Yoav Gallant called Palestinians human animals and announced we would be denied food and water, fuel, and electricity was the worse day. The day Israeli officials announced that they were rolling out Gaza Nakba, was the worst day. The day Israel sieged and raided Al-Shifa Hospital, bombed the maternity ward and bombed the outside clinic, was the worse day. The days media

outlets confirmed one by one that Israel was lying about Al-Shifa Hospital, but it was too late because the damage was already done, those were also the worst days. The day Israel dropped six 1-ton bombs on the Jabalia refugee camp, killing hundreds of civilians was the worst day. Every day has been the worst day because every day is the worst day for our families in Gaza and we are as a community and everyday grieving, every act of brutality is an act on us and our families. The stated aim time again has been nothing short of genocide and the target is Palestinian life itself so everyday has been the worst day." Now in the months since she gave that interview we reached the day where the number of children killed by Israel in Gaza passed 10,000 children and that also belongs on the list for the worst day and yesterday Israel ended another two week siege on Al-Shifa Hospital which constitutes 30% of healthcare in Gaza killing over 300 patients, doctors, nurses, refugees, children so yesterday was also the worst day. I am also here to provide additional signatures to our ceasefire petition on March 4th, Las Cruces for Palestine delivered 352 signatures for this council, today we have an additional 56 from Las Cruces residents that I can turn into the Clerk. The text of our petition mirrors the ask resolutions passed in over 50 US cities. We are asking to bring the United States into compliance with International Law and basic human decency. As of day 178 of this genocide Israel has killed as you have already heard over 32,000 Palestinians, including 13,000 children, has injured another 76,000 Palestinians and kidnapped, tortured and is still imprisoning over 7,000 Palestinians. We here in the United States have a responsibility to do everything we can to stop this.

Abigail Seligsohn, Member of the Public said I currently reside in Las Cruces. As a future counselor one of the most important foundations in the counseling profession is advocacy. So that means advocating for the marginalized and the oppressed. Advocating for those whose voices are either not being heard or just being ignored and advocating for those who cannot advocate for themselves so with that being said I am here today solely to advocate and amplify the voices of the Palestinians and demand a permanent ceasefire in Gaza now. As you may know Ramadan began and lent continued throughout March. A holy month that provides opportunities for self-discipline, spiritual growth, reflection, fasting, prayer, and community and doing so in the presence of friends and family. Well, all of that seems to be pretty limited and challenging for Palestinians observing the month of Ramadan and lent right now because they are currently going through a genocide that Israel is committing. More than 1.4 million Gazans are currently displaced in Rafah. Now the most densely populated area on earth. They were forced to leave their communities, homes and lands, disrupting their culture, livelihood, stripping off their identity. The act of displacement on Palestinians have been ongoing for 75 years. We are witnessing a repeat of Nakbah in 1948, which killed about 15,000 Palestinians and displaced more than 750,000. Nearly 200 heritage sites including mosques, Christian and catholic churches have either been destroyed or damaged in 100 days in the genocide and according to the United Nations Children's Fund they have estimated that at least 17,000 children in Gaza are either unaccompanied or separated from their parents. So let me as you this, how are Palestinian children, parents, and families able to enjoy this holy month without each other and their community? How are they able to reflect and increase spiritual growth next to rubbles of what was once their home or the smell of death linger in the streets reminding them of how long the genocide has been going on. How are they supposed to persist in self-discipline without having any rest for six

months? How are they able to spend extra time reading the Quran or the Bible and perform special prayers when they are anticipating on when the next bomb is going to occur? Bombs that have been and currently being funded by the US. Bombs that have killed more than 32,000 Palestinians. Those are people with families, friends and aspirations who deserve a future, who deserve to go home after a long day, complain about their day, watch the sunset with their loved ones, who deserve to enjoy the simple pleasures in life just like us. We need to act now. This nation under God has sent billions of dollars to murder our Christian and Muslim brothers and sisters. As challenging and thought provoking to hear these questions and statements they must not run our morals obsolete, we have to embrace our responsibility of collective care and respect for our value of human life, dignity and equality and that our empathy and compassion remain in the guiding principles of our decision, but we need to act now.

Anna Chee, Member of the Public said I am here as part of the group, Las Cruces for Palestine. You all are sitting here right now after a night of rest in your own warm beds. You might have even had breakfast or lunch. Multitudes of people and families in occupied Palestine are not so lucky. A huge part of the city you represent is a community serving institution, New Mexico State University which has many locations throughout our state. I will remind you now that NMSU is a minority serving institution in our land of enchantment. Please show your humanity by voting to pass an immediate and permanent ceasefire resolution on behalf of our wonderful city. Do you stand against genocide? Do you support the minorities in your community both local and global? I urge you to take a firm stance against the brutal terrorism and genocide perpetuated by the terror state of Israel on the innocent Palestinian lives for what has now been generations upon generations. Look inside yourselves, inside of your souls as people who share this earth with other human beings. Please pass an immediate and permanent ceasefire resolution on behalf of our city.

Juan Garcia, Member of the Public said for the record I do support Israel and the Israeli people who suffered a brutal attack on 7 October. My comments here today are about inducting the Little Shop on Main into the Las Cruces Hall of Shame, a list of forgotten victims of the Las Cruces criminal element. Patricia is the owner of the small shop on Main, latest casualty. This small business started about four years ago with a spark of hope of living the American dream. Patricia like many other forgotten victims wanted to support the community and make a decent living through hard work and commitment to her customers, no handouts. Patricia like many others borrowed or saved every penny to invest in their dream only to see their dreams go up in smoke. Many wanted a business downtown in the pride of Las Cruces. The small shop was a thriving business specializing in southwest clothing, furniture, and jewelry. Did inflation close the business, no. Mismanagement, no. About two years ago the drugs and crime started to increase. Vagrants breaking windows in her shop, smoking crack, doing drugs in front of her store but you know this. She came and pleaded for your help like dozens, perhaps hundreds of others. Some closed and others continue enduring the criminal element like the Organ Mountain Outfitters who just scored their fifth break-in this weekend. The thousands upon thousands upon thousands of dollars in losses, sleepless nights, stress from vagrants striking over and over, door locked for her safety in broad daylight was too much. They knew nothing would happen to them. Why? Because they can. This is what the building looks like. It is an empty building soon to have a new business at that same place. This is the former

little shop. So, whose fault, is it? The council, no. You guys have done all you can do. LCPD, no they can only enforce the laws on the books. Our state elected officials who are coming up for reelection, the same ones who never raise a finger to help because if an issue is not a priority like banning plastic bags or providing free tax dollars to pregnant people, no. The fault lies at the feet of every one of us. Dona Ana citizens continue to elect state officials who are not interested in public safety. So, the question remains, cuanto mas? How much longer are we going to take this?

Donald Wilson, Member of the Public said my first comments today are as a member of the Vulnerable Road Users of New Mexico. You met Barbara Toth earlier when you announced the proclamation for Distracted Driver Awareness Month. I would just like to add to her comments that our website which is www.vrunm.org as a place for every citizen in Las Cruces to take a non-distracted driver pledge. Offers you the opportunity to commit focusing on driving when you are behind the wheel of a motor vehicle so that the other road users in our city can be safe. Next, I would like to address you as President of VeloCruces, Las Cruces's local bicycle advocacy organization. You have already heard from a couple of citizens today about their interested about making sure the roads in Las Cruces are safe for all users and I would like to reiterate once again the request from VeloCruces that the City of Las Cruces join many nations, many states, many cities in adopting a Vision Zero Pledge. The idea of a Vison Zero Pledge is that the city of Las Cruces would use its resources in its efforts in designing roadways to make sure that all road users are safe with a goal of eliminating road user deaths within 10 years. Velo Cruces is ready to stand with the city and be a part of the city in making this effort come to fruition so that everybody that lives in Las Cruces that needs to move about the city can do so safely. Once again, we ask you to take up the challenge, accept the Vision Zero Challenge and let VeloCruces be a part of the solution for the city of Las Cruces.

Blaze Gunderson, Member of the Public said I have lived here my whole life and so have my parents. I have heard many citizens speaking about how they have had issues with the homeless and have been told by city employees to have compassion. Does the city or the council have compassion for these people? I don't believe you do. Council showed that when they did not care when on June 21, 2021, James Garcia's head was cut off in one of our most popular parks. What was the council and city's response? Nothing. A man's head was cut off and nothing has changed. It has only gotten worse. This is what has created the environment that has led to the killing of Officer Hernandez. I cannot think of one person that was not surprised and we all knew we were heading in this direction, and everyone could see it. I work in Section 4 between the Community of Hope and the bus terminals. All day me and my coworkers are subjected to threats of violence and fear of harm. I hear homeless people screaming as they walk past our place of work. Most recently a homeless man walked around our property three times and threatened us with an electric drill. A month ago, another man stripped naked and threatened to rape our office manager and he went into great detail. The cops arrived and all they could have him do is redress and told him to leave but of course he came back and stripped again. When I say homeless what comes to mind when I and others in this community come here and speak of the homeless people here in Las Cruces, we are speaking of the lost souls you see barley able to hold themselves up, sleeping on concrete, arguing with someone that is not there. These lost souls being homeless is a symptom of a far

deeper situation they find themselves in. Drug rehabilitation, mental health, and intervention, and in some cases, they need to be placed in a care facility as they are unable to take care of themselves. Does the city have the ability to help these lost souls? No, we don't, and I don't think you have a plan on helping them. If you really want to change and help these lost souls you are encouraging to live here, reopen the Dona Ana Crisis Center. Open a rehabilitation center, rehab, anything. What is the council's goal? There is a huge project to revitalize downtown. For what? A Visit Las Cruces building was put downtown, for what? We have been told that people visit for sporting events, and we are told that they look around and they do not want to return. The city should be embarrassed and ashamed. Local businesses have been coming in here asking for help with this situation and you consider it a personal attack. If you think chain businesses would like to build here, then why? They know they will be broken into and vandalized, and their employees threatened. Why would they want to be here either? When do you consider this a problem that needs to be fixed?

Jack Eakman, Member of the Public said I am here today to ask for some assistance. The last meeting of the Oversight Committee of the City of Las Cruces was held on September 20th of 2023. So, we have missed meetings in October, November, December of 2023, January, February, and March of 2024 and I have a stake in the ordinance, the Accountability and Government Ordinance No. 2881. We are in default of that ordinance at this time. I would appreciate your assistance. I am the only voting member left and I have not resigned. I don't know if I have been removed or not, but I have not resigned. We need two more voting members. I understand two nonvoting members have been appointed by this council, two city councilors and so I am just very much looking for communication. I am just looking for what is going to happen next or what are the thoughts. The policy thoughts of city council on this as you direct the policies of the city and the ordinance being one of those, I have to assume that you are doing something about this or you are about to do something about this. We need a voting member from the law community, and one from the accounting audit committee. On September 20th, two of our voting members resigned for different reasons and I am very much looking for direction and what you would have me do because I stand also as a servant of the city.

Dylan Davis, Member of the Public said I am a mother of three beautiful children, two of which are twins. My twins were born at 29 weeks gestation and weighed only two pounds at birth. I am not sure how many of you have witnessed the fragility of a premature baby but it cannot be over stated. Preemies require very special care, a specific temperature provided by incubators, feeding tubes and an oxygen supply. In November of 2023, there were 36 premature babies trapped inside Al-Shifa Hospital NICU inside of Gaza. Due to Israel cutting off water and electricity to this hospital medical staff were forced to leave behind their patients including these 36 premature babies to die. If this is a war, what crime did these innocent babies commit to deserve such a slow, painful and lonely death. Early this morning Israeli troops withdrew from this same hospital after two weeks of total siege. What they left behind is a scene of utter horror and devastation. The few living journalists that remain in Gaza are reporting a gruesome nightmare that is their reality. Israeli forces executed 300 people including doctors, surgeons, and patients at this hospital. Hundreds of bodies surround the medical complex. Many of their hands and legs tied behind their backs completely flattened by a bulldozer. Every single square inch of the hospital which

was older than the state of Israel and once constituted 30% of the health care system of Gaza is completely torched and destroyed including the bodies of these 36 premature babies. The damages are irreparable the complex along with all of its equipment will need to be rebuilt from scratch. There is no need for this level of devastation, and it is almost completely funded by American taxpayer dollars. New Mexico is one of the 33 states that have cooperative agreements with Israel. In the last few months alone, the US has spent $18 billion to fund Israel's genocide against the people of Palestine. I would like to request the representatives of our city to introduce a resolution calling for an immediate and permanent ceasefire and an end to the mass destruction of Palestine. Our resolution along with the resolutions introduced by cities and towns across the country has the capability of making a real tangible difference in saving countless innocent lives.

Elizabeth Bennett, Member of the Public said I am an alumni of the Public Health Social Work Program at NMSU and a proud member of the Las Cruces community. Even though we are a big little town tucked away in the dusty desert of New Mexico we have made history in a lot of meaningful ways. Not afraid to do the right thing even when it is not popular or unheard of in other parts of the state or nation. As a local community we are strong and as a global community we are mighty. Today I want to challenge you to continue to show courage and join the other US cities and international officials who have called for an immediate and permanent ceasefire in Gaza. A nation's cries for help reverberate the deafening silence of the world where the rest of us sit and watch, unmoved to lift a hand in their defense. Some of us going as far to deliberately turn away or regulate or sanction others into not talking about it. If you aren't already disturbed by the relentless death and destruction, I employ you to look beyond the sanitized stories of the mainstream media or the official reports of the IDF Press Office but rather have the courage to bear witness to the hours and hours of unfiltered footage of a smoldering nation that is being live streamed from people on the ground in Gaza. If you are telling yourself that the problem is too faraway and none of our business you don't have to look any further then the US/Mexico border to see the impact of state and federal partnerships with the Israeli government to develop tests and deploy border weaponry and surveillance technologies such as Hermes drones and integrated fixed tower systems which are currently being used to deter migrants from seeking refuge in the US. Palestine is a hub for battle testing the tools used in the escalating militarization of American cities and borders. To stay silent as the Israeli government unleashes its genocidal rampage across Palestine is to allow for a new global precedent of oppression in the form of mass murder, displacement, maiming, starvation, and land theft. Is that the world you hope to create as councilors? I am here today to urge you all a I respect as wise and impactful body to join in calling for an immediate and permanent ceasefire and to end all US aid to Israel who have clearly demonstrated their desdain for Palestinian life and land. As a body that claims to represent your community for the purpose of maintaining its safety and wellbeing, please do what you can to stand for the humanity of our local and global communities.

Fred Huff, Member of the Public said I want to express my gratitude for the public comment time not being moved to the end of your business meeting. I respect the Mayor's reasoning for the idea of moving the public comments to the end of the business meeting when he noticed that almost everyone left after the public comment

period. He felt that the councilors did not have an opportunity to address some of the public concerns. Unfortunately, with the current format the public and the councilors are just talking at each other and not to each other regardless of when the public or the councilors speak. Maybe the councilors could address the public concerns immediately after the public comment time and before your business meeting or have a fixed time set later in the council meeting for public comments. This is why we are asking for a Work Session with the city council to better address some of the very important issues of crime, vandalism, car theft, and vagrancy that are affecting our quality of life. A very easy and noticeable step in restoring our quality of life would be to pass a grocery cart ordinance that gives the city the authority to remove this litter from our streets. Maybe this ordinance could even have the ability to arrest and charge the thieves that are removing these carts from the business properties. Another very noticeable improvement to our quality of life would be for us to be able to drive the streets and not be accosted at every major intersection and store parking lot by people asking for money. This last weekend at the intersection of Walmart and Walnut an organized group was walking within the traffic lanes soliciting donations regardless of the traffic light colors. I am very surprised that one of them did not get hit or cause an accident. I have actually asked my wife to not go to any of the stores in the area of Walmart and Best Buy on Lohman by herself because of all the panhandlers walking around in the parking lots. Please support any ordinances addressing these issues when they are presented to you. Myself and a whole lot of other people want to work together with you to help solve these issues.

Henry Young, Member of the Public said I am in the process of putting together a comprehensive report and presentation showing a beginning that we can use in our city to overcome the crime, homelessness, address the entire package because it has worked in other places with some tweaks we could use in our own city and I would be ready when we have a task force assigned to that to make a presentation to council or anyone that wants to listen and I would be glad to do that. We need to all work together. We can only do so much within our own confines whether that be the city as a whole, me at the mission, Community of Hope. It is imperative that we do work together to overcome the problems that are facing us as a community, but I hope that maybe what I am putting together can be a beginning so that we can then work from that and find a compromise and the money to fund it.

Sarah Smith, Member of the Public said thank you Mayor Enriquez for keeping the public comment at the beginning of the meeting. Councilors McClure and Flores have expressed support for having a legislative team that would more effectively advocate for the needs of our community with the legislature. When we concerned citizens of our community contact our local Las Cruces senators and representatives, we rarely get any response. I hope that you will move forward with creating this legislative team since your voice as an elective body can be so much more powerful in advocating for what we need. I presume there is more happening behind the scenes that I can see but in case you don’t know Las Cruces Public Schools takes an active role in advocating for their specific needs with the legislature. Maybe it would be helpful for the city council to model the legislative team on their experience. For instance, Las Cruces Public Schools has a legislative forum where they meet with legislators to discuss what is needed. They also participate in the interim committee meetings of the legislature. Those committee meetings will be starting on July 17th this year in

preparation for the 2025 Legislation Session. From monitoring the bills proposed from the last couple of legislative sessions there were quite a few that had the potential to help our crime situation in Las Cruces. Our Las Cruces representatives and senators generally voted against these bills but maybe if you show support for them things could be different. I am going to follow up with an email to all of you as well as Chief Story with a list of some of the bills you might be interested in advocating for in the next session. These include bills that you have mentioned supporting already such as changing the Bail Reform Laws and addressing incompetency so that we can stop the catch and release of many repeat offenders in Las Cruces but there are also other bills that you may want to look at including ones that would fortify the Three Strikes Law, increase penalties for felons in possession of firearms as well as trafficking drugs in possession of a firearm, increase the penalties for organized residential theft, attacks on law enforcement, shoplifting, Fentanyl related crimes and additional violent felonies. You may have heard that Oregon is backtracking on their legalization of drug possession. One thing they are going to implement is the option for drug treatment instead of jail time and that seems to be in alignment with the approach that you are wanting to take here in Las Cruces for some offenses. Maybe that is something you would want to advocate for in some of the state laws as well. We can work together on this. If you are able to get momentum building for these crime bills in the legislature then we can potentially help by mobilizing the people of Las Cruces and our statewide grass roots network to show mass support for the bills as well in order to increase the chance that they will pass in the legislature.

4. READ CLOSED MEETING STATEMENT

4.1 READ MARCH 18, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in Closed Session and only discussed those limited items as stated in the posted notice to discuss limited personnel matters regarding the hiring of the City Manager, which is closed in pursuant to NMSA 1978, Section 10-15-1H(2).

4.2 READ MARCH 20, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in Closed Session and only discussed those limited items as stated in the posted notice to discuss limited personnel matters regarding the hiring of the City Manager, which is closed in pursuant to NMSA 1978, Section 10-15-1H(2).

5. ACCEPTANCE OF AGENDA

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

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

6. CITY COUNCIL MINUTES

6.1 SPECIAL WORK SESSION OF FEBRUARY 15, 2024.

6.2 REGULAR CITY COUNCIL MEETING OF MARCH 4, 2024.

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

7.1 RESOLUTION NO. 24-099: 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 FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENT PLAN (CIP).

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

8.1 RESOLUTION NO. 24-100: A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR IKANI TAUMOEPEAU AS CITY MANAGER.

JC Borrego, Assistant Director Human Resources gave the overhead presentation.

Councilor Bencomo said I just want to note that the City Manager position is 24/7. It is not a job that you get to clock out at 5 p.m. or 6:30 or 6 p.m. It is 24/7 and folks might look at it and say wow that salary, or wow those benefits but honestly it is because this job is incredibly difficult. Especially in a council manager form of government the City Manager position is vital to the success of our city, and I just want to note that. I think those two weeks are actually mandatory time off because we need a City Manager who is taking care of their own mental and emotional health as well as taking care of the city, the entire city and I just want to point that out before we move forward because this is no small decision. No small position and I just wanted to make those notes before we move forward with a vote.

Ikani Taumoepeau, City Manager said I am humbled, blessed, and honored to have been selected and thank you for your support. I just want to say also to Councilor McClure I appreciate her and I respect her pulling me off to the side in the beginning as she shared what she was going to do with the vote and I really appreciate you doing that and I have nothing but respect for you because you did that and I promise all of you that I will give you each 120% of myself and I can do that because there is a staff of 1,700 qualified intelligent staff that will give their shirt off their back ready to impress you. This is a position that is not easy, but it is possible with the staff that are here with this organization. I just want to share that it takes courage to go internal in the recruitment for how important this position is but the confidence that you had in staff, for the belief that you had in staff to go internal speaks to how qualified of staff we have in here. It is not an easy decision but the same confidence you have is the same confidence I have in the staff and that is why I know I can do this job because of them, and I just wanted to share that. Lastly, I will share this. I am a sports person as many of you in this room are and I was thinking of something to share and end with you and something that has kept me going throughout life. I have had coaches probably shared with you all that before you go into the game they try to give you an inspiration and they try to lift your spirits up and the coaches what they have shared

several times has resonated with me throughout this time and it is, leave it all on the field. Don't leave anything left in the tank. When that quarter or that round or that set or that half is done, at the end of the game that they are going to have to carry you off the field and I promise you Mayor Enriquez, Mayor Pro Tem Bencomo, and City Councilors that they are going to have to carry me off the field. I will give you 120%, that is my commitment to you City Councilors, that is my commitment to staff, and that is my commitment to the community. Whatever you need my door is always open. If you catch me out on the street, I along with staff are here to serve you all.

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 24-100.

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

8.2 RESOLUTION NO. 24-101: A RESOLUTION APPROVING THE QUALITY OF LIFE DEPARTMENT 2024/2025 FEES SCHEDULES AND CHARGES AND REPEALING RESOLUTIONS 16-244, 19-018, AND 20-041.

Carol Brey, Director Quality of Life gave the overhead presentation.

Councilor Corran said I just want to thank you for presenting this and I really do want to thank you for the commitment to serving Las Cruces. When I have people in from out of town and we go to a museum they always say, can I pay for something? I say you can pay for it when we go to the museums so I think that I really appreciate your commitment to providing accessibility there, so many free services and the fact that people can take a little longer to read and not panic is beautiful. So, I just want to thank you for your ongoing commitment to really providing services at the lowest cost possible always in Quality of Life.

Councilor Flores said I just want to thank you for the energy that you have brought to the department and the innovations and I especially thank you for the support to the City Art Board. They are the best board I have seen in the seven years I have been on it, and they are doing a fantastic job and you have a lot to do with that as well so thank you.

Councilor Bencomo said a couple of weeks ago during my councilor comments I raised the issue of ESL classes, very popular. So, I just wondered if you could speak on that and if there is anything you need from the council to continue those because I keep hearing that that is a great service that you all offered.

Carol Brey said we were providing those classes, the English as a second language and GED preparation, and also citizenship classes as part of a grant we received, and that grant ran out but we are looking for ways to continue providing that. We had a volunteer instructor who left us unfortunately. We would like to hire someone, but we have a new request for a position for FY2025, we don't know yet whether that will go

but we also agreed that is a very important service and we will continue to look for ways to provide it.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 24-101.

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

8.3 COUNCIL BILL NO. 24-023; ORDINANCE NO. 3065: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4C (MULTI-DWELLING HIGH DENSITY & LIMITED RETAIL AND OFFICE-CONDITIONAL) TO R-4 (MULTI-DWELLING HIGH DENSITY LIMITED RETAIL AND OFFICE) FOR PROPERTY ENCOMPASSING 2.908 + ACRES AND LOCATED AT 712 AND 722 HENDEE PLACE AND 725 BASHA ARCH. SUBMITTED BY M&M BUILDING SOLUTIONS, REPRESENTATIVE. (23ZO0500143).

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Bencomo asked in 2020, my very first council meeting lasted till about 8 p.m. that day and we were talking about this same area, this is a totally different proposal? It is not an amendment to what we decided then, correct?

Adam Ochoa said this is in the same area actually. This is part of that Banmor Estates Subdivision, this is just a portion of it as you can see the very southeastern portion of that Banmor Estates. The remainder of the area is still zoned R-1a and this is the only area zoned R-4 with conditions of limit of the height of the structure. So, it is the same property.

Councilor Bencomo asked it was part of that initial conversation? The request now is for?

Adam Ochoa said to be remove those conditions.

Councilor Flores asked what is the difference between R-4c because the C is commercial in that R-4c?

Adam Ochoa said no ma’am. The C at the end basically stands for conditional and that condition being that it is limiting the height of the structure to one story on those properties. That is the difference, R-4c has a condition and R-4 there are no conditions on it.

Councilor Flores asked so it can be a three-story building because I think three stories is our maximum, right in the city of Las Cruces?

Adam Ochoa said yes, the R-4 zoning district allows for up to 60 feet in height. That would be about four stories tall.

Councilor Flores said I thought it was three story limits, but this is residential though. I had that wrong, but it allows it to be higher than that?

Adam Ochoa said that is correct. So, under the proposed R-4 zoning designation the cap is still maximized at 60 feet in height. I don't believe the applicant is looking to go that tall but that is what is allowed by right in the R-4 zoning district.

Councilor Flores asked what is it for? What effect will that change make?

Adam Ochoa said what it will allow them to do is still do multistoried because currently under the conditions with the zoning they are limited to one story in height only. By removing that condition, they can go to multistoried, two to three stories.

Councilor Flores asked when you make these proposals or changes internally, do you ask the surrounding community about what they would like, or do you just bring it to city council?

Adam Ochoa said we do have public hearings at the Planning and Zoning Commission, and they have the opportunity to voice their opinions there as well. We do send out notices, we advertise in the Sun News, and we post a sign on the property as well when it is ready to come to public hearing. At that time, we take any public notice that could come to those meetings, provide their input as well but like I said at the Planning and Zoning Commission nobody was there, literally the only person in the crowd was the applicant.

Councilor Flores asked say it was to go into effect what sort of structure can the owner build?

Adam Ochoa said essentially what they are limited to are apartment units is what they are proposing.

Councilor McClure asked if something had been set into motion in 2020 why that was not given as a background for Planning and Zoning and how was that not factored into our decision making right now?

Adam Ochoa said essentially the condition it was placed under at city council, it was trying to be brought forward as just R-4 zoning by staff and the applicant but that condition was placed on limiting the height of the building at the city council meeting by council because of public input and surrounding neighborhood wanting to put that condition on that property.

Councilor McClure asked is the applicant here?

Adam Ochoa said I believe they are here.

Councilor McClure said I would also like clarification on what they are aiming to build.

Partially why it was till 8 o'clock at night is because there were a lot of people in opposition of this especially for multiple stories. I am all down for housing but if you look at what is being built their part of the conversation in 2020 was affordable housing and I am not sure if that is what they are aiming to do right now.

Adam Ochoa said no they are not looking at doing that. They are not looking to do straight regular apartment complexes. If you read in the actual covenants that they sent up to property owners when they signed it what they are proposing is a two-story apartment complex on those.

Mayor Enriquez asked I know when it was brought up before one of the big issues was the traffic study so has that been addressed in this case?

Adam Ochoa said I believe the Traffic Impact Analysis was done with the actual creation of the subdivision. That is why those roadways were built out the way they were. I don't know if you remember Boutz and Stern were essentially two lanes roads. They have been widened in front of the subdivision. Additional Traffic Analysis is probably going to be required by our engineering section for whenever they propose whatever they are proposing on the property. Depending on the number of units they are putting on there and whatever traffic generation it creates.

David Weir, Deputy Director Community Development said back in 2020 the whole entire subdivision was platted for development and also the zoning was placed on it so with the property remaining R-4 the density is the same proposed today as it was at that time. The developer could potentially get the same number of units they just may need to be smaller and not as large of units at one story. At a two story it allows them a constrain by that R-4 zoning and it would just allow them to build bigger units instead of studio or one-bedroom apartments. They may be able to build two or three apartments. Those are just from a technical of what the property is zoned and what the build out if it took place with the subdivision itself. We would still have to go through that building permit review and just some other history when that initial project was proposed there was a lot of comments about the intersection and the developer was required to make these improvements which are in place. There was also a lot of discussion about the drainage in the area and a lot of water used to pool in that area. So, they were also addressed with the construction of the subdivision and just another note the R-1 area or the single family area has a height of 35 feet so there is the potential for those single family homes to be built at a two story level also and they could go to three with creative design.

Councilor Bencomo said as I was reading this, I could have sworn that we had allowed two units for the apartment complexes back in 2020 that were on Stern Drive. Is that a correct recollection?

Adam Ochoa asked where do you mean that, I am sorry because everything else as you can see here is zoned R-1a? The only ones zoned for multifamily are those three lots and that subdivision area.

David Weir said there is an apartment project to the south in this area that is

constructed at two stories so it is not a new development type within the area.

Councilor Bencomo said I just did want to point out that last time we also heard a lot of comments, there was a lot of misinformation about the kinds of people that live in apartment complexes and so I hope that and I know there is a lot of folks here today that I hope of the concerns about traffic were super accurate, the concerns about the Boutz Lake were super accurate and some of those pieces have been corrected. I think Boutz for a long time and those folks spoke to Public Works about their concerns about traffic calming there as well so for me it is always about Hoagland, and Boutz, McClure, all of these different streets that have these request for traffic calming that are both a separate issue as well but needs to be addressed but I do hope that as public commenters come up here I hope you are not talking the same misinformation pieces regarding apartment complexes, who lives at apartment complexes and "those people" lower your property value so those things have proven to be not true and I think in a moment where we have a rental unit shortage, whether it is affordable or market rate we have a rental unit shortage of 5,600 rental units and those are pieces that also go into consideration for at least myself.

Councilor Mattiace asked is the condition of two stories, is there a cap on two stories? When you say 60 feet, that could be three stories, four stories, then it could even be five stories.

Adam Ochoa said from the documentation that the applicant provided staff all signs point that they are trying to do a two-story apartment complex.

Councilor Mattiace asked that is for sure?

Adam Ochoa said yes but again the zone change is just to remove the conditions. In other words, 60 feet would be the max if you will, but they are not looking at going that tall.

David Weir said something that the council can consider is instead of using the language stories you could go to a height. Your third option is to amend this resolution so if you were concerned about the maximum height in that area, you could match the 35 feet that is allowed in the single-family zone and not use the stories and then it is a matter of the developer as to what project he can propose within those parameters.

Dolores Bernal, Member of the Public said I represent Save the Roadrunner at savetheroadrunner.org. I am a little appalled about the way that City employees like Mr. Adam and Mr. David Weir operate. I was at the P&Z Commission meeting last week and the commissioners were asking questions just like you are. Mr. Adam was the only one providing them input. A minute ago, he said that the developer went to the bathroom and now he says I don't know maybe he is working on other projects. I think you need to look into some of the statements being made by your city employees a little closer. I think a lot of people here are a little confused as to the input he has provided. Minutes before this meeting, during this meeting and then they are dismissed automatically when it is time to take it to a vote. So, what is really the process here? People come here, offer input, and then boom the P&Z Commissioners

vote because these two gentlemen tell them to and then the same thing here. They present something to you, you just take them for their word and then boom you approve it. So, they are not respecting residents' input and let alone the idea of having wildlife surveys on this areas that are being developed. Gentlemen I will be coming to all the meetings, and I will be pointing out how ridiculous this whole process looks.

Diane Williams, Member of the Public said I attended several of the meetings back in 2019 and 2020. There would have been more of us here now if we had been notified of what was going on. My understanding was that they only notified people within 500 feet which is a park, a few duplexes, and a subdivision that hasn't been built yet but it is making good progress being built. All of the residential areas beyond the subdivision, none of us were notified. Our main point of protest is traffic. We have heard all this stuff about 15,000 vehicles through Boutz. Well maybe that is true on the five-lane part of Boutz that ends at Valley. We are a two-lane road after that. We have no lights in the streets, there are lights on Boutz, there are no sidewalks, there are no curbs. There is very little shoulder. The shoulder on one side abuttes to a drainage canal. It is a hazard for the kids in the neighborhood. It is a hazard for cyclists. It's a hazard for people walking. That is our objection. It was approved for the single story back then. We would have been at the zoning meetings. We would have provided more input formally had we known about it. Most of us found out about it on Friday.

Patrick Dawson, Member of the Public said I am a resident in the immediate area of this proposed change from an R-4c with the condition of one story to an R-4 with a condition of up to 60 feet currently as reported. I did attend the last meeting we had regarding this at the imposed at condition. A lot of it did have to do with obviously the concerns of the traffic flow which has not been changed significantly. There has been some work done on the road, but it still remains a two lane my directional road. There is a turn lane that has been incorporated for access to one part of the development on the I would say the northwest side and northeast side. Apart from that the traffic flow is the same. There is no light that goes in the south bound direction or the south western direction from Boutz as you enter Boutz from Valley southwest bound, it goes from basically a four lane road to a two lane road, goes under a bridge, Interstate 10 overpass, it is a 35 mile an hour zone at that point, it reduces to a 25 mile an hour zone right after the intersection with Stern. There is some curbing that has been placed there. That curbing has been hit multiple times already by vehicles. You can see the skid marks on those. While this construction was going on there was actually a vehicle that hit one of the fire hydrants at one of the residences on Boutz just opposite this construction that is going on currently causing a flooding situation for some of the residents in the immediate area. Traffic does not necessarily go from 25 to 35 that quickly. Traffic flow remains to be a concern and secondly there are no two-story residences anywhere near those three lots, you go down south maybe about half a mile and you will find your first one and the only one.

Jaquila Garrison, Member of the Public said I live in that Buena Vista area, housing area and I use the road almost daily until I got sick, but I am going to be back out there doing it. We used to ride our bikes and everything. It was 25 miles per hour and even then before this development came into futation to have all these other homes the traffic was still going down that road of Boutz more then 25/35 miles per hour and

we were being concerned and that was one of the reasons why back in 2020 that we came here because it was impacting the safety of children who do not have a park near by their homes to play or ride their bicycles and now this gentleman wants to put a two story building which if we change the zoning they could change their mind and want to put a three story because they don't want to do the one story and it is all because of money. I was hoping that we would be able to use that land for a park for the kids who are in that residential areas surrounding it. There is a park down further towards University but it is not a very large park and I think the benefit of a park there for people who have their dogs and stuff would be a much better choice than an apartment building that will add to speeding and unsafe usage of the road.

Dan Parrott, Member of the Public said this relates back to my previous comments concerning zoning and zoning changes. From what I have observed there is a lot of confusion about the way this is proposed, the way it was presented. From my perspective I would request plans from the developers for a firm plan as to what they are planning on doing. Are they planning on a single story, two story, or multiple stories up to 60 feet. There're different options on what can be decided here. Either a yes, no, amendments, or to table the discussions for the day. There have been previous discussions of traffic issues. A gentleman is asking for back pass. We have heard that the streets are fairly narrow in this area. Another suggestion that was made was to limit the height of the building to 35 feet which would basically be a two story 35-foot tall building. I would request just as a simple matter of courtesy the plans be approved prior to the zoning changes being made because if we know what is going there. The last comment that I will make about the zoning changes and this concerns the city as a whole is that in the High Range area in time to time we see planning signs that we see that are up that the print is so fine that unless you park your car, hike across the lot to see what is actually being proposed you have no clue as a resident. I would propose the city put up a large enough sign with a property number on it, a phone number, an email, or a text number where the citizens can make comments at to what they would propose and what they would like to see done with that property.

Joe LaRocque, Member of the Public said I wanted to say first of all that Planning and Zoning had no protest at their meetings. Well they notified the subdivision which nobody is living there, property owners are building houses. Before I was here in 2020, the Mayor at that time said we had the largest protest outpouring that he had ever seen in his entire terms as Mayor. The whole object was traffic and character of the community. At that time he wanted six houses per acre. We got that changed to third acres and quarter acres and we restricted the apartments to one level trying to continue the character of the area and the traffic. Well all they built basically was an extra lane to turn it into the subdivision and I don't feel that there was any adequate notice given to the community around the subdivision. I don't drive on Sterns, I drive on Boutz. I don't see a little sign on Stern, and I saw nothing on Boutz whatsoever and I don't feel like this is anything but an attempt by the developer to go around what the previous city council and community had put in place for valid reasons. He is trying to get this passed so that it doesn't come up to the community again and again I hope you all vote to flat out refuse it because it is nothing but an attempt to go behind what was already done.

Henry Young, Member of the Public said I didn't even know this was coming up today but as a former member of Planning and Zoning Commission as well as Chair from 2005 to 2010, the last three years as Chair, I would like to clarify some of the things for council that have been brought up as I will say I don't have a dog in the fight but I am neither pro nor con but let me explain something that I have heard. Two things, the way that this was approved originally a park cannot go in there because it wasn't put into the restrictions at that time so they can build under the previous plan and put in anything that would go with the previous recommendations. Now changing from R-4c to R-4 if they go three stories high, they would probably go beyond the required number of tenants on three stories, you follow? It doesn't matter what the height is, if they went to three stories it would be higher than the R-4 limit. So, we can't go so much by the height go by the R-4 unless you want to make sure that there can be no more than a certain amount then you go with the height requirement.

Patricia Nevue, Member of the Public said I am a resident of the area that is south of the new subdivision. I have grandchildren who take the bus on Boutz. We don't have any sidewalks. The bus drops the children off on a dirt sidewalk. We have four traffic lights. We love our neighborhood. It is rural looking. You would not believe that you are in Las Cruces. All we are asking is that you would keep the character of the neighborhood. We have no problem with the apartments. We do have problems with traffic. We have a two-lane road. Like I said the busses drop our children off on a dirt strip on only one side of the road. The other side of the road there are trees and bushes, it is dangerous for the children. We ask that you keep this apartment to a smaller size because of the traffic flow on our narrow roads and because the children like I say they have no open areas. If they want to visit each other they have to cross these roads. It is dangerous as it is but to add more traffic to the area is going to be hazard for our children and our grandchildren.

Dale Hansen, Member of the Public said I live at 1105 Marlissa Lane with my wife Donna. We have lived there for 34 years. I was here the previous time when we had these discussions and the gallery behind me was full, it went long. We had done our research, there was a video presentation that went along with it, and I thought that we made our point very clearly. What the commission and the Mayor needs to realize is that the final result for R-4c was a compromise. Our neighborhood wanted no apartments. We wanted larger lots then what were proposed. The developer wanted apartments, multistory apartments. After long discussion the commission and the Mayor decided that there was a compromise that said there would be apartments but they would be limited to one story and so we shook hands and left. Not everybody was completely satisfied with it, but we left that meeting knowing that they would be one story apartments. Here comes the development, we are watching it unfold in front of us right now and out of the blue we are told that it is going to be well, that promise that we made back in 2020, we may amend that now to some specious idea what might come about. Maybe it's two stories, maybe its three. We don't know. Where is the developer? We are not sure. It smells like a fish factory when the ice runs out. What I want you to realize is that it was a compromise and that you have an opportunity to make good on your promise to this neighborhood that was made before.

Robert McCorkle, Member of Public said my wife and I live on Marlissa Lane across

from Dale. We were here at the first meeting. I see familiar faces, Bencomo and Yvonne Flores, they were there and they know all that went into this and so here we go again. It is fitting that this is on April Fool's Day because I think we are being played for fools. I want to know what has changed in the four years and why all of a sudden this is going to be proposed? We have enough problems with traffic with the existing subdivision going in. A one-story apartment, that is going add a bunch of vehicles, two story, three story many more vehicles and for us who live on Marilissa Lane there is only one way out of our neighborhood and that is going down Boutz Road. So, if you are heading into the city, you come to that traffic light on Valley and Boutz and this traffic is going to stack up I can guarantee you. It does occasionally now so that is a big issue. The way this whole thing was proposed, the notice it was given was minimal. There is one little yellow sign in the subdivision facing inward talking about this upcoming public hearing. That is not adequate by any means, and I want to know how somebody can stand up here and talk about international issues for three minutes and we are limited on local issues to two minutes. That makes no sense to me so I hope you all will reconsider this. I hope you will reject it. I think it is a bad idea and how much are these apartments going to cost to rent? I know how much houses are.

David Stout, Member of the Public said I live in the area of West Boutz on the far west of Papillon Lane. The lots down there are half acre. All of you that were here at the council meetings that we addressed this problem, we wanted the larger lots where the gentleman that they are talking about is Scott Bannister. He is nowhere to be found. He never is. I have addressed several things with him over this subdivision. Everything that you all heard before I don't need to repeat it because you are all aware. He hasn't kept his promise on any of it yet. One of the major issues that I discussed is the irrigation ditch that runs down Boutz Road and there was a comment made, there is an irrigation ditch, well it's there but it's going to be the first home that is going to be built that ditch sits inside the property line. So, it is in somebody's backyard and the guys doing the rock wall they actually buried the ditch. Had to get them to dig it out. It has been full of weeds, it's a problem. The rock wall that the city required them to put up by the sidewalk now that dirt ditch it leaks under the walls and into the street. They asked for wider roadways. He did what he said he was going to do. He did put the turning lanes in but for some reason the engineer decides that there needs to be an island put in there for people to run over the top of there for vehicles for those who drive larger vehicles. Not everybody drives a little fancy sports car, so it tears up their vehicles, it is filling up with dirt and weeds right now. There is no outlets for the water to run out of it so it holds water and ponds there. That whole deal just wasn't planned properly. I was glad to see somebody take over that property that sat vacant for so long and build homes there. It is turning out to be a nice subdivision. The deal was to keep it as single story. That was a compromise just like what was said previously, and I think we need to take that into consideration, but I also think that we need to hold him accountable.

Councilor Bencomo said I actually do really wish the developer was here. I think that would clarify a lot of misinformation, a lot of doubt, whatever that might be. Additionally, I really wanted to address the issue of the irrigation ditch. I have had many phone calls and I have told you all many times that while those lots remain empty or even if purchased and a house is not being lived in yet the irrigation on the

south side of Boutz is the responsibility of the property owners and many of them clean them out themselves. I know that one of the neighbors further down Boutz actually went out and cleaned all of that irrigation ditch on his own and so I do feel like there has been many compromises made on both sides and one of the sort of you know trying to be a better neighbor as they build this new subdivision is to clean up that ditch so I was kind of hoping that they would be here.

Adam Ochoa said I believe I saw the applicant's representative here earlier in the front desk. He actually was not he was out sick, so I apologize about that. He is not present today.

Councilor Bencomo said I would like to at least table it for two more weeks so that the developer is here. I think it is important that the developer talk about plans and is able to answer some of the questions. I would just say two weeks.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to table Ordinance 3065 to April 15, 2024.

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

9. BOARD APPOINTMENTS

9.1 DENALI WILSON

Councilor Bencomo appointed Denali Wilson to the Library Board.

9.2 ALANA BRADLEY

Councilor Bencomo appointed Alana Bradley to the Parks & Recreation Board.

9.3 JOE CASTILLO

Councilor Bencomo reappointed Joe Castillo to the Health & Human Services Advisory Committee.

9.4 CHARLOTTE LIPSON

Councilor McClure appointed Charlotte Lipson to the Health & Human Services Advisory Committee.

9.5 STEPHEN JONES

Councilor McClure reappointed Stephen Jones to the Library Board.

9.6 JESSICA STREETER

Councilor Graham appointed Jessica Streeter to the Library Board.

9.7 FRED RAISH

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to reappoint Fred Raish to the Parks & Rec Board.

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

9.8 MARY DIESEL

to reappoint Mary Diesel to the Transit Board.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to reappoint Mary Diesel to the Transit Board.

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

9.9 MICHAEL HARRIS

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to reappoint Michael Harris to the Transit Board.

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

9.10 DANIEL BUCK

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Daniel Buck to the Transit Board.

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

9.11 CELMARI ALLEN

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to appoint Celmari Allen to the ADA Committee.

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

9.12 ISAACK TAYLOR-WISE

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to reappoint Isaac Taylor-Wise to the ADA Committee.

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

9.13 RONALD RIVERA

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to reappoint Ronald Rivera to the ADA Committee.

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

9.14 JO ANN RODRIGUEZ-HAUGHT

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to reappoint Jo Ann Rodriguez-Haught to the Senior Programs Advisory Board.

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

9.15 DAVID HERNANDEZ

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to reappoint David Hernandez to the Senior Programs Advisory Board.

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

9.16 LARRY ALTAMIRANO

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to reappoint Larry Altamirano to the Senior Programs Advisory Board.

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

9.17 DEBBIE MOORE

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to reappoint Debbie Moore to the Affordable Housing Committee.

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

10. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10.1 COUNCIL BILL NO. 24-024; ORDINANCE NO. 3066: AN ORDINANCE CONFIRMING THE SUCCESSFUL COMPLETION OF THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT WITH X2NSAT, INC., AND AUTHORIZING ITS TERMINATION, TO INCLUDE THE PROJECT PARTICIPATION AGREEMENT, INTERGOVERNMENTAL AGREEMENT AND THE RELEASE OF THE $150,000 GUARANTY THAT HAS SERVED AS SECURITY FOR THE PROJECT.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I just wanted to say that I also have faith in the City Manager's ability to do his job and I have had nothing but good interactions with him even before I was a councilor. What I feel is that as a writer I place a huge premium on communication, and this is still very uncomfortable forum for me to speak in public, but I think that communication builds trust. I feel that we failed with that in this round, and I feel going forward that is the drum beat that I will have on council. I will point to for example the placing of the yellow signs in an empty lot, I drove by there the other day. You cannot see it from Stern, you cannot see it from Boutz. We have the ability to put a QR code on there to link them directly to documents. We do not do that. Things like that we can change. We want to establish trust. I think that is where Chief Story has done a great job. He has been able to build trust by communication so I think that we can do that going forward and I look forward to working with constituents and my colleagues on council and with the City Manager.

11.2 COUNCILOR MATTIACE

None.

11.3 COUNCILOR GRAHAM

Thinking about zoning at large, not talking about anything specific coming up. I don't think I have faced a single zoning change that didn't come with push back. People just dislike change and I think good food for thought is that if you live in a subdivision or particularly if you live in a planned community when that was being brought forward there were people who were railing against the neighborhood that you now value, that you cherish, that you want to protect.

I just want to say Ikani, how very excited I am to be able to continue working with you. I want to thank you for choosing to remain here to continue to bring your gifts and your heart and your Cariño to the council and to the city and also thank you to your family for hopefully enjoying being Las Crucens for some more time.

11.4 COUNCILOR CORRAN

The Las Cruces for Palestine have presented a resolution and I do ask that we bring it forward to council and consider it as part of our duty to our community and the things that were presented today, and I hope that we can consider that as future action. The next item is that I want to congratulate my friend and colleague Monica Torres for becoming the President of NMSU and the NMSU system. I am really excited for her to be at the helm as a human being. I was worked with her for my entire time in Las Cruces in some capacity. I consider her a pretty extraordinary leader and I am really proud to be at this moment to see Monica at the helm of NMSU and Ikani here in the city to see us moving forward in ways that I think are really extraordinary and I love the opportunity that the future holds for us.

I also just want to follow up on the question of zoning. I think fundamentally in a lot of ways our zoning, our approach to zoning has led to our housing crisis. It has been a significant factor across the country to contributing to housing crisis and I think that we owe it to our community to reform that process and stop sort of putting limits on things that result in fewer housing units available at all price points for folks in our community. That is why I am glad that Realize is up and available and is aiming to shift that as to what I would consider a significant contributing factor in our existing housing crisis and so I am really also hopeful about the changes that we might be making but I do urge my colleagues to read about some folks who alluded to what has changed between 2020 and now and there is a lot of research now that shows the ways zoning contributes to housing insecurity in our communities and in our cities and that research would be really well served by us considering it while we are considering zoning reforms generally again not related to anything that we were talking about today except folks mentioned what has changed and I think the access to information about this is different now so.

11.5 COUNCILOR FLORES

Las Cruces seeks comments from major codes and zoning changes. So, for those of you who are here and those of you are on Channel 22 or maybe our media I would ask Mr. Garcia to publicize this. I saw this in the Friday's Bulletin, March 22, announcing that the City of Las Cruces is seeking public input for a draft of Realize Las Cruces, a massive overhaul of zoning and codes that govern how, when, and where different types of buildings can be erected. Comment period which opened March 13, 2024, and last until April 5, which is this Friday, 2024, is meant to gather public input about the Realize Las Cruces Draft. So, this specifically involves land development codes related to historic preservation, zoning restorations, subdivisions regulations, development standards, roadways, transportation analysis, parking, drainage, and storm water. So, if any of you want to learn more about this you can contact David Weir, Deputy Director of Community Development, however this does not give his email address. You can call him. You can get his email address on our website.

I want to share a little bit with you about Cesar Chavez. Yesterday was his birthday. He served in the US Navy and he organized the Farm Workers of America and then it became the United Farm Workers after it joined the AFL-CIO. The America Federation of Labor CIO, Congress of Industrial Organizations, that was formed back in the late 40's I believe.

The SCRTD is expanding routes incorporating Hatch and then they are trying to get buses to throughout the different counties SCRTD serves. The perspective money that is coming in, we are getting more and more federal money. The electric buses are in line to be rolled out and the other I would like to follow up on what Councilor McClure just brought up. Those yellow signs. This is my seventh year and there is so much development in the East Mesa and I brought this up because it was the same problem. People just happen to run into a sign that had just flown off because they are so small and placed in these weird areas and the irony of it is that they want community input or notice or whatever. I don't know what the city is going to do about that, all I know is that they have to do something.

The City Art Board, it will be its Second Annual Chalk the Plaza and that is part, I think it is called Mira Las Cruces if I recall correctly. So, it is Saturday, April 27th and I want to encourage all of our artists to participate because last years was absolutely fantastic. The theme is "A Postcard from Las Cruces" which means the artist needs to draw something in chalk that is exclusively Las Cruces.

Councilor Graham said I want to add my voice to Councilor Corran's. I would also support seeing the resolution mentioned during public comment for Las Cruces for Palestine.

11.6 COUNCILOR BENCOMO

I just want to note April 11th is the 56th anniversary of the Fair Housing Act, that made discrimination and housing transactions unlawful, and I think we still have a long, long way to go towards equity and justice and housing policy. The way we invest in housing, the way we build it, the way we rent it, all of that.

I would also like to have us discuss and vote on a ceasefire resolution. I think a lot of people might say well don't you have better things to do? My answer to that would be that there is always time to do the right thing and I would personally like to be on the right side of history and even if we thought that it sounds like a really scary thing to do when there is so many other things happening but we can be expansive enough to hold many truths at once and I would also say that we wouldn't be alone. There has been over 70 cities who have already stood on the right side of history and I think that Las Cruces has never been afraid to do so and I would like to see us do that and follow the lead of so many community members who are organizing and who understand the deep intersection of that work.

I wanted to remind people of my District 4 open houses. The first one is tomorrow at 4:30 p.m. at the WIA Building near Pioneer Park and it is from 4:30 to 6:30. There will be multiple departments there that you can speak with. It is open house style so you can come in at any time between those two times. There is no formal agenda, but you

can talk to myself, to Constituent Services, to any of the departments that we have chosen to be there. The second opportunity you have will be the exact same format so if you come to one you won't miss anything on the second one but if you can't make it tomorrow, April 9th is the second one at 4:30 p.m., same time 4:30 to 6:30 at Picacho Middle School.

For my colleagues and members of the council, if there is something you don't like the best way to change it is to propose something new and we can stay mad that it is one way and it has been one way for a long time or you can be mad, acknowledge it and say this is a different way and I think we should do it. Case in point, one of those pieces was Municipal Court. I always had a lot of concerns about the way we appointed a second Municipal Judge, and I brought that forward and Ifo before he left made sure that progress was moving forward and last week I am happy to report that Mayor Enriquez and I met with JC with HR, our City Clerk, and Judge Filosa and his court manager Milissa Caldwell and we are moving forward with appointing a Judge II. That is the responsibility of the Mayor and Council and so we will be moving that process forward. Seven people applied to be Judge II. I think that speaks highly to Judge Filosa and his credibility in this community and that people really want to work with him in addition to many, many court clerks applied as well. They only have six positions open, but many people applied and for the Case Manager Position at Municipal Court about 20 people applied. I think that speaks highly to the investment that we are making in Municipal Court but also that people really want to work with someone like Judge Filosa and I am excited to move that forward because I think Municipal Court is a critical piece of the puzzle when we are talking about community safety and adequate and meaningful interventions for community members who are struggling.

I think there is some misconception about lobbying and Santa Fe for the city. Do I think there could be improvements? Yah, absolutely, there is always room for improvement and a better way for us to do Santa Fe as a team, but we have a lobbyist, Larry Horan who is frankly an incredible advocate for the city. When we have a vote on the pieces on capital outlay projects that we want to put forth or in past years we have also done resolutions on specific policies that we want to support, Larry is an incredible advocate for the city. Every time that I have gone with Larry, I noticed that everybody in that building knows him. He's got an incredible reputation and I think he is a great advocate for Las Cruces, but I do think we need to start our efforts much faster, much sooner than November/December perhaps in the summertime. So, I do think there is significant room for improvement.

I just do want to congratulate Ikani once again and every single person that applied and the people who we interviewed and I just have so much love and respect for the public servants of this city and I have said this several times, us up here we come and go and many of you have committed your life's work to public service and to this beautiful city and to help making it better and help it grow faster and stronger and I have just the utmost admiration for every single one of you for the dedication that you have for our city. I did get a lot of feedback about how excited people are about Ikani. Ikani you have made an incredible impression in your short time here and people like you very much but I also got a lot of feedback on how brave it was that we went internal. Four years ago, we weren't there and this year it felt that was right and I

couldn't be more grateful for the outcome and just to be exposed to the talent and wisdom that we have in this city. Then of course Ifo may not be tuning in and, his official last day was yesterday and I just want to publicly name how much Ifo Pili meant to me as a councilor, to this city. He was such a strong City Manager, and he made a significant impact and I have of course told him privately a goodbye but I just wanted to say that on the dais as well.

Councilor Flores said thank you Ikani for accepting the offer, congratulations. I just want to thank you so much for your commitment to the growth of our city, the airport especially is so important. Thank you so much.

11.7 MAYOR ENRIQUEZ

I have a couple of invites for the public as Mayor Pro Tem stated we are talking about Municipal Court. On April 22 there will be a Work Session. It will be addressing some of those issues. It is a budget Work Session but please come to see what we are looking at doing to improve the safety in our community and addressing a lot of the comments in public comments with so that will be April 22nd at that Work Session and also on April 4th, that is this Thursday at 6 p.m. at the Downtown Plaza there will be a group of faith based organization that has come forward and inviting the public to do a blessing for the brave. So, it will be a blessing at 6 p.m. for our first responders in this community so please join us if you can.

Lastly, I just want to say congratulations to Ikani. I look forward to working with you and I know you will do great things for our city.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

Just a few City Manager updates. I appreciate Barbara sending me just a reminder to really thank our Neighborhood Leadership Academy. This was a program that I believe was happening during Covid or before Covid. It wasn't happening when I arrived here. I remember it was being talked about coming back and it was resurrected. Thank you so much to Catrina and Grace and to the whole team making that happen and to all the residents sacrificing their nights to be here. Another helpful reminder from Barbara, Larry Horan will be here next Monday on exactly that, upcoming report on what has happened with the legislative update and then also a bit of the strategy they will share and obviously giving you words of wisdom on how to approach that.

I appreciate from Sonya there was some public comment, David Rutherford who was concerned about the water potentially running out. I appreciate Adrienne, has the contact information. She is on it, she will reach out and let the gentleman know that we are fine.

Additionally, there was public comment on lighting situation for the Mesquite Neighborhood group that was mentioned by Israel. I just wanted to let you know that Public Works, they do understand what is happening they will shoot a report and get that over to you and let you know what is happening there.

Councilor Flores mentioned Mira Las Cruces. Just a reminder the Second Annual Mira Las Cruces Festival will be held on Saturday, April 27th at Plaza de Las Cruces. Highlighting the tourism attraction and events in our city. This year the even has added exciting new elements including an expanded Farmer's Market experience, Luchadors. Lucha Libre and Luchadores will be there. Also, hot air balloons will be there with the unveiling of the Visit Las Cruces Mira hot air balloon. Also, you can get ready for the event with Baila Las Cruces on Thursday, the Thursday before that Saturday with free dance lessons from Sol Ballroom.

Quality of Life, the Las Cruces Public Library hosted a few charettes last week. The primary purpose of this meeting was to look at the Branigan Library and the best way to renovate and expand. Last week the consultant shared some rough sketches from the Library Advisory Board. This is still a work in progress and more to come.

I want to thank all of my associates who also applied for the position. You councilors, Mayor, and Mayor Pro Tem would have been in fine hands with any of those candidates, I strongly believe that. I would have gladly supported any of them. It is one of my goals as I am here when the time comes up for the next person to take the seat that the decision to go internal that there would be so many qualified that you have the momentum to continue to go internal because we have a lot of qualified internal candidates. So, thank you to all the candidates and to my associates who all applied. It takes courage to put yourself out there so thank you so much for putting in and submitting. It is not easy. There is a lot of work. There is a lot of preparation but thank you also to my associates who made it to the interview as well.

13. ADJOURNMENT

13.1

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to adjourned at 4:07 p.m.

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

Mayor

City Clerk

MINUTES
Work Session
Monday, April 8, 2024 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT:

1. JOBS OF THE WEEK

1.1

Sarah Raney, Workforce Connections presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

Amy Defelix, ASCMV presented Pets of the Week.

3. AGENDA ITEM

3.1 NEW MEXICO LEGISLATIVE UPDATE.

Barbara Bencomo, Chief Administrative Officer introduced topic.

Larry Horan, Lobbyist gave an overhead presentation.

Barbara Bencomo continued presentation.

Larry Horan continued presentation.

Councilor Flores asked I would just like to know exactly what the strategic process

would be. I think that we were very fortunate to meet with Mr. Guillén, Chief of Staff for the Governor. He was very attentive, and he asked questions. He admitted he didn't know a lot about that part of our city at least maybe all of our city I don't know, specific to Amador Crossing and he was pleased to know that we owned the property there and it was just very successful. I'm very happy that we got that almost $12 million. But insofar as the septic tank issue is very important one for me and well possibly for other Councilors too. But I know my District 6 a lot of them are on septic tanks and you're absolutely right the problem is even when there's money for the removal of the septic tank or the infrastructure for it, the hook-up is the problem. I want to see work on the Anti-Donation clause so that there can be money going to those homes in fact I just received an email from one of my constituents well about two weeks ago, and our Utilities Department Mr. Clark said you've got to ask for money from the Legislature for the hookups. I also wanted to know exactly what we should do to have the interim session? What are the dates for the session again or did you say?

Larry Horan said the Interim Committees mostly start in May and June. Then they'll go through December, so their last meetings are always in December so for about six months there's going to be meetings.

Councilor Flores asked didn't you say there was going to be an Interim Session?

Larry Horan said there could be a Special Session, but that's up to the Governor. We won't know until the Governor issues a proclamation. We'll know a little bit before that there'll be some signals, so they'll indicate it's coming but that is completely within the purview of the Governor to call a Special Session at any time.

Councilor Flores asked because her term ends I believe this year right? Oh it's next year? Oh she has two more years?

Larry Horan said two and a half. I always count in sessions, she has two more regular sessions. She has a sixty day and a thirty day.

Councilor Bencomo said honestly I always dread going up there. It's like I get lost in this circle and everyone's so busy and you schedule time, but it never works out. So going with you is always such a pleasure because you just have such great relationships there. Natalie Green is back there, and we made such a good team when we went. So it was Nicole Martinez and the three of us so just wanted a little shout out to JoJo over there. I just wanted to thank you so much for taking us around when we come and for doing all of that. I'll say on the Special Session on competency you said there is a potential for a new piece of legislation not the same one, right? Because I had heard initially that they would be coming back for a Special Session on the exact same Bill, which seemed silly as if. I tuned into that last committee where it was in and there was sort of like willingness and sort of support, but it felt like people weren't ready to vote on that specific piece of legislation. If the Governor does call for a Special Session do you think it would be a different piece of legislation?

Larry Horan said yes, and I'll take a quick opportunity. I appreciate your opening,

you're always welcome. I'm always happy when you all come up and I don't want you to dread it, that's part of why you have us is because I can help you navigate that place and then it's not such a dreadful, chaotic well it's still a dreadful, chaotic place but at least you have a navigator to help you. To your question yes, I think it's going to be a new Bill. I don't know what it's going to look like. I had a conversation with Representative Christine Chandler who's Chair of the House Judiciary Committee. I think that's probably the hearing you're referring to because that's the one where both Democrats and Republicans clearly had issues with the Bill. She said what she's hearing is the Governor's office is working on a new version but if we're so far, all the advocates and people are not at the table yet. When we did the Assisted Outpatient Treatment Act, Senator Papen did that and that took four or five years. Dealing with the issues is really hard and it's really heavy. That's why it's going to be hard to do in a Special Session, so we don't know yet we haven't seen anything yet, but I have indicated that we want to be part of the conversation in the formation of the bill not just once it's constructed.

Councilor Bencomo said yes, I also wanted to note gratitude for that Larry. I think several members of the Council and definitely Chief Story are wanting to be part of those conversations and the creation of the legislation, so I appreciate that.

Larry Horan said what I will say Chief Story provided at least from what I saw, the only real solid data we had from a local government perspective about the arrests, the charges and it was presented in such a way that it was easy for me to make an argument or make a presentation based on those numbers. Then also the sensitivity from the Governor's office because of what happened in Las Cruces they understand how it's a personal issue for everyone but especially for this community and they did recognize that. I think it's really important for us to be at the table for that conversation.

Councilor Bencomo said yeah whenever you can I don't mean to voluntell Chief but he's a data person and I think he's ready to have those conversations for sure or continue to. If there's no Special Session but there is a piece of legislation to be ready to be discussed in that sixty day, you said it would most likely be in the CCJ Interim Committee. Can you tell us who of our Southern New Mexico Legislators are on there?

Larry Horan said I can't tell you all of them but Senator Cervantes as the Chair of Senate Judiciary, they rotate Chairmanship. I believe he would be Vice Chair this year because Representative Chandler is Chair. The others I apologize I can look at the list and let you know. For sure that one and it's a pretty significant one, because that bill will go through Senate Judiciary.

Councilor Bencomo said ok thank you for that for sure. I can look as well. I also want to note that I always appreciate all the legislative tea, as well I always enjoy that very much. I think you're suggestion on having a work session on specific policy items is important. I think in the past we've done sort of some very individual resolutions in support of a piece of legislation or against. Well actually I don't know if we've done one against a piece of legislation. But I guess that could happen. I guess the only

thing is that so if you met with us individually or if we continue to meet with legislators individually to tell us these are our priorities can you let us know as well if there are any pieces of legislation that match these so we can be prepared and then pass resolutions in favor of any pieces of legislation? But the only thing I would say though is that those would have to come to the entire Council, not individuals can say I support it, but she's against it, like we'd have to have a resolution passed by Council.

Larry Horan said yes that's the idea and it came from a good discussion today with Assistant City Manager. I actually think ACM Delgado is the one who came up with the idea of the work session but kind of the bifurcation or the splitting of capital and policy and yes the one on ones would be more of can you give us a sense of where your priorities are coming from because then we can match it with what we think is coming in the interim. Then we would be prepared to come back to a work session and say we think these are the following areas that you are interested in weighing in policy wise, public safety, mental health competency, tax reform whatever those are and come in a public meeting so you can identify and have that discussion amongst Council and say yes this is a priority or no it isn't. Then from my perspective we can't always do it this way. Knowing what those are from a more broad policy or principal level is the most effective because if you tie a position to a specific piece of legislation and it changes, we have a problem. Because you could have a bill related, let's say they come up with an interim committee bill on competency and diversion and we endorse that bill and then they amend it, and they change it completely. Now you're on record endorsing a bill you didn't necessarily endorse but also our hands are tied because we can't take a position and do something on it. So it's much more effective if we take a principal approach because that gives direction to staff. If we're at a point in the session where there's going to be an amendment coming in the next 15 minutes we clearly cannot have a meeting, so that's a discussion with whoever you've identified on staff, of hey here's what it is, does it fit. So it gives some flexibility but also captures what you as the governing body have determined as the principal you want us to support. If that makes sense.

Councilor Bencomo said that makes total sense Larry. I think that's an excellent point. I appreciate you bringing that up for sure. I guess we have a little bit more breathing room on a sixty day right, but not very much still just the thirty day times two. Are you on contract with us through the interim as well? So do you like also attend interim meetings?

Larry Horan said yes, well it's year round so that includes the interim, the strategy, identifying issues in interim committees that will fit with priorities of the reporting. Also the work of the Municipal League that's the other piece. Like the tax administration fee that was a Municipal League effort because it impacts all Cities and so we provide support on those issues. But some of these issues like competency that's also something we may want to ask the League we need to make sure you weigh in on it as well, so it's not just City of Las Cruces and Mayor's on the board now. I think we have a second Municipal League position, but I can't remember I need to make sure and find out. If it is then it's filled and if it's not then we fill it. That's another place that it's important, is to participate. Things like paid Family Medical Leave the association will not take a position on it because they have members that are split, some are for it, some are against it, but we still have issues we have to do on our own.

Councilor Bencomo asked those interim meetings happen all over the State right, they sort of take turns?

Larry Horan said yes, in part of our discussion is how do we get them to appoint where we can highlight the City of Las Cruces because we can also host them. When you host them you get an opportunity for about half of a day's meeting to show them something and talk to them. The more we've talked about that that's part of what our discussion has been in the past and I would recommend we get them down here and we show them. The Legislative Finance Committed did come down last year, it was hosted at the Farm and Ranch, it was in July, maybe not the best time to have them down here because it was a 115 the whole time, but maybe we'll do it in the fall. But it's something we should consider a location.

Councilor Bencomo said Barbara you've done a great job at sending us all the graphs and all the numbers and who's given what. Do you have that breakdown even further specifically who has given what to what project? I think what you gave us was overall what they gave. My second question to that would be how do we thank them?

Barbara Bencomo said so yes we actually have information about all the appropriations that each Legislator has made, not just to us but to other entities as well which is very helpful. So we have quite a bit of data on that not just for Capital Outlay but also for what we use to call Junior Money now called GROW through the COGS. So we have quite a bit of information about what are some of the things that our Legislators are interested in supporting. With respect to your second question about how do we thank them. I'm grateful that we have Mandy Guss who is helping us to develop this year as she did last year, the thank you to our Legislators, those that are specific to what they have funded and we're also working towards developing quarterly updates for them, for the projects that they have funded so we can keep them apprised of the progress. Today I know that Larry mentioned he thought it would be very powerful to have also some handwritten notes for example, from the Mayor to the Legislators as well. The other way that we thank them. I know that Mandy has posts on Social Media to thank them so that can propagate and certainly for the projects that they are supporting we have ground breakings, ribbon cuttings we always want to make sure we're including the Legislators as well. That's part of the plan that's been developed.

Larry Horan said no, the only thing I would say is especially around Amador Crossing and the Integrated Health Building is that we setup a time and we invite the Governor to see if we can coordinate when she can come down for a meeting because it's good to make sure you thank her, give her the opportunity and also it helps us with her staff because we can have some side conversations when they come down. That's the other thing I think once we can identify a date I'll work on coordinating that and see if we can get a time where she can come down.

Councilor Bencomo said Barbara when you get a minute like I said the graphs you sent are great but specifically who gave what is that something you can send us?

Larry Horan said we have it, this is the published list it's 146 pages. It's fascinating even if you want to see Legislators outside the region is pretty fascinating to see what they like to fund.

Barbara Bencomo said I can condense that a little bit for you. Just so you know. We know for example that seven of our Legislators funded the Amador Crossing Project the amounts and which ones they were. So I will definitely forward that to you all.

Councilor Corran said thank you for your presentation and for helping us out as we navigate this. I did want to follow up, I know that the modernization of the Legislature is still one of those things that's up for discussion. I think one of things that might be happening is the Legislators are getting staff. I don't know if that's really happening or is this like a thing I keep hearing. I didn't know if that would also have an impact on our ability to sort of connect to Legislators and if there are ways we can leverage that possibility or maybe that's not happening right now I don't know exactly.

Larry Horan said so kind of, so they had money out of the last Legislative Session they issued an RFP to do a study and that's primarily looking at staff. They did introduce a couple of Resolutions that would have changed the length of the session and also a Resolution related to salaries, those didn't get anywhere. But what we're seeing is an interim step or a baby step. So for the first time in history the Senate Finance Committee for instance has a fulltime Chief of Staff, he started about a year and a half ago. The House Appropriation hired a fulltime Chief of Staff last interim, although it's only two, those two positions it's pretty significant. Because everything budget related went through the Legislative Finance Committee then to the Legislators, now we're able to deal directly with staff. When we met on Amador Crossing with Chairman Small from House Appropriations his Chief of Staff was there, she heard him say it's a priority for me, housing is a priority and so they're getting there. We don't know what the study is going to say, I'm inclined to think or what I'm hearing is there will probably be more staff related to specific subject matters versus individual staff for all Legislators. But they're still talking about regional offices but even the Legislators who are for modernization are not sure how that is. Because why would they want to come into Las Cruces from Hatch to talk to somebody from Hatch. So there is some logistics but they're still having discussions about it and we're going to see a study come out sometime in this interim.

Councilor Corran said thank you I think that is just another opportunity that we might have to sort of keep talking so thank you for that update and thank you for everything.

Councilor McClure said I want to say Larry I had a really good time in Santa Fe actually, I thought it was kind of energizing, so I'm happy to go up there again. I had a question more about sort of non-profit and organizations that are working with the City. What's the process for them sort of interacting? What's the best way for them to, is there a point person, Barbara is that you?

Larry Horan said I'll tell you what we have done and what we're planning on doing. We have done two interim presentations to non-profits here in the City Council Chambers, with staff, myself and Legislators to talk about the process as relates to

Capital Outlay. We are doing a third this interim. I think we just identified the date of June 25th where we bring them in, we run them through the timelines and all the requirements to help navigate that system. We've been proactive although kind of as we do every session right there's ways we can improve, so we're going to make some tweaks to it. But they're coming again so they can figure out that navigation and that will kick in.

Councilor McClure asked is that something we can join in too?

Barbara Bencomo said yes absolutely we typically invite the City Council and this year we will make sure that we invite all of our Legislators. As Larry mentioned, Senator Hamblen has been very active in participating in the training and we certainly appreciate her being here for that. But we do want all of our Legislators to have the opportunity to come and interact with the non-profits. We go over the basics of Capital Outlay. How the non-profits need to submit different information to different entities. What they need to do if they are interested in having the City be a fiscal agent for them. We go over what used to be the Junior Monies/GROW. This year we're going to bring the COG here to handle that part of the presentation since they are administering that process, so it's been about a two hour session. We have it here in Council Chambers not only because of the attendance which we've gotten very good attendance but also because we can record the session and so afterwords we do send the recording out to the non-profits along with the presentation and any notes that we've have taken related to questions that we get during the session.

3.2 OFFICE OF EMERGENCY MANAGEMENT UPDATE ON BUDGET AND AGREEMENT WITH DONA ANA COUNTY

Chief Jason Smith, LCFD introduced topic.

Stephen Lopez, Emergency Manager of OEM continued overhead presentation.

Deputy Chief Michael Daniels, LCFD continued overhead presentation.

Councilor Corran said I just want to make sure I completely understand, through your diplomacy you are actually asking us to give input on something so thanks for being extremely delicate and gentle in that ask. I appreciate all three of you for that. First of all having been through the process, and I will speak for Barbara Bencomo who has been an extraordinary resource in terms of developing JPA's for two organizations that I've been witnessed. I feel like that process is really useful and just in the conversations of developing it. I'm here for that and I have no qualifications for that, sorry Barbara and also thank you for leading this as you have. The thing I can't quite get the sense of is, are some of us not paying our bills in these transactions and is that a part of why this has to happen? Are we cool with the money, and this is just formalizing that? I just want to be honest about where we are in that deal.

DC Michael Daniels said yes we're good, we're paying our bills, we're paying our end of it, we are. It's just to establish some clarity and really allow for planning and be very clear about what that relationship looks like.

Councilor Corran said I think it's very helpful to have JPA's to have a clear like designation for those things. I just wanted to make sure that you weren't saying then, this will cost a whole bunch more money or something and I didn't want to say yes to that so willy nilly as it seems.

Councilor Flores said the best way to go is a joint powers agreement and I know again Barbara Bencomo has been a very essential person in this process. But I will tell you that even with a JPA sometimes the other agreers to the agreement have to be nudged a little bit to pay up, but it does come through. I think with our current City Manager we'll be able to do that. But I strongly recommend a JPA. That will have to go through the Department of Finance and that does take a while to get certified and returned. But I think it has the most safe keeping, it's just more enforceable and doable.

Councilor Bencomo asked the JPA would be, I think also if its staff recommendation you all know best what would function. But if there's to be a really good working relationship and obviously the agreement is now older than all of your computers, so it definitely needs some sort of looking at right, I think that's important. The JPA would be between the three entities, the City, the County and the OEM?

DC Michael Daniels said our goal would be to engage the rest of our community partners as well in Doña Ana County to try to get more stakeholder engagement.

Councilor Bencomo said ok I feel like every time Mr. Lopez comes I raises this little bit of a flag for me. Because I really think it's important to note that in an emergency situation, anytime the Border Patrol is included, and they are out and obvious that will limit also a lot of people's ability to ask for help. A lot of our undocumented siblings and neighbors in this community I think that it's just a really important thing for me to flag as we move forward with this kind of planning and planning around emergency services that are being provided. That I think it's something we really have to be intentional and careful with. Then the last thing I was going to ask you all if you have training and experience in sinkholes because there was recently an experience very short to here and is one of my worst nightmares. Just for my own piece at night are you trained in sinkholes? Everybody he is shaking his head yes.

Councilor Mattiace said I definitely will endorse the JPA. I am very concerned you mentioned about the time frame that it's a more difficult agreement to reach. What is the time frame and what are the challenges and is there any way we can help?

DC Michael Daniels said it just takes longer because of the process side of it. It's more getting everybody together and engaged in finding out the framework for what it's going to look like and then getting everybody to agree, getting it to the state where an IJA is just a little simpler. It's not we're not able to accomplish it, it just that it takes time. But we are 23 years into this current agreement. I think we can have it done in a reasonable amount of time. I just wanted to prepare Council for the fact it's just going to take a little longer. As for the specific timeline. I've never written one or lead the development of one so I'm not entirely sure, but I'm sure Miss Bencomo will gladly help us with that.

Mayor Enriquez said Mr. Lopez it's great to see all the new things especially the new building, how so many things have been outdated and you still accomplish a lot of things. It's a great tribute to all the public safety and the work with OEM that has taken place throughout the years, so I definitely support the JPA and support you all.

4. ADJOURNMENT

4.1

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to Adjourn at 2:34 p.m.

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

Mayor

City Clerk

24-103

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:**	May 6, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO ENTER INTO A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT SERVICES FOR THE PROCUREMENT OF BATTERY ELECTRIC BUSES AND CHARGING STATIONS TO CENTER FOR TRANSPORTATION & THE ENVIRONMENT OF ATLANTA, GEORGIA FOR A TERM OF FOUR YEARS IN A TOTAL AMOUNT NOT TO EXCEED $385,500.00, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088).**

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

PURPOSE(S) OF ACTION:

To approve a professional services agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On November 4, 2019, the City Council approved Resolution 20-056, authorizing Procurement No. 18-19-008 with the Center for Transportation & The Environment (CTE) of Atlanta, Georgia for the project management to procure battery electric buses and charging stations.

The City of Las Cruces (City) entered into a Service Agreement with CTE on November 30, 2019, to begin the first phase of this project. As outlined in this agreement, CTE began planning and initiating the coordination of the project to include requirements analysis, bus and charger specifications and procurement support, bus and infrastructure deployment, deployment validation, and have been measuring the performance of the buses.

The Federal Transit Administration (FTA) grant awarded to the City under the "Low No" program that was approved by Council in Resolution 19-148 allows for continuing project management.

Las Cruces Municipal Code, Chapter 24, Section 24-7 sole source procurement, allows the City to award a contract without competition when a good-faith review of available sources shows that it is likely that an award to any other source would result in substantial duplication of cost to the city that is not expected to be recovered through competition, or unacceptable delays in fulfilling the city's requirements.

As the current contractor for the current project, CTE has in-depth knowledge and expertise of the required scope of services required to begin the second phase of this project. Initiating a competitive procurement for these continued services will result in a delay and duplication of costs. Additionally, during the initial solicitation, CTE was the sole respondent. Based on these factors, the City of Las Cruces Purchasing program approved a sole source determination. The City is requesting approval to enter into a Sole Source Professional

Services Agreement with CTE to support RoadRUNNER Transit in the deployment of 7 BYD battery electric buses.

SUPPORT INFORMATION:

Exhibit "A" 23-24-088 Electronic Bus Project Management Ph II

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve a Sole Source Professional Services agreement with Center for Transportation & the Environment of Atlanta, Georgia for a term of four years in a total amount not to exceed $385,500.00, plus applicable taxes.
2. Vote "No"; this will deny the Sole Source Professional Services agreement with Center for Transportation & the Environment of Atlanta, Georgia.
3. Vote to "Amend"; this could modify the Resolution, and the City Council will need to provide alternative direction to staff.
4. Vote to "Table"; this will delay the procurement of battery electric buses and charging stations.

RESOLUTION 24-103

A RESOLUTION TO ENTER INTO A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT SERVICES FOR THE PROCUREMENT OF BATTERY ELECTRIC BUSES AND CHARGING STATIONS TO CENTER FOR TRANSPORTATION & THE ENVIRONMENT OF ATLANTA, GEORGIA FOR A TERM OF FOUR YEARS IN A TOTAL AMOUNT NOT TO EXCEED $385,500.00, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) entered into a Service Agreement with Center for Transportation & the Environment (CTE) of Atlanta, Georgia November 30, 2019 to begin the first phase for the project management to procure battery electric buses and charging stations; and

WHEREAS, CTE has planned and initiated the coordination of the project to include requirements analysis, bus and charger specifications and procurement support, bus and infrastructure deployment, deployment validation, and performance measurements; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-7 sole source procurement allows the City to award a contract without competition when a good-faith review is substantial duplication of cost to the city this is not expected to be recovered through competition, unacceptable delays in fulfilling the city's requirements; and

WHEREAS, as the current contractor for the current project, CTE has in-depth knowledge and expertise of the required scope and services required to begin the second phase of this project; and

WHEREAS, initiating a competitive procurement for these continued services will result in delay and duplication of costs.

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

(I)

THAT a sole source professional services agreement is hereby awarded to Center for Transportation & the Environment of Atlanta, Georgia for a term of four years in an amount not to exceed $385,500.00, plus applicable taxes, as shown in Exhibit "A" attached hereto and made part of this resolution is hereby approved.

(II)

THATCity 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

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Center for Transportation and the Environment (CTE), of 730 Peachtree Street, Suite 760, Atlanta, Georgia, 30308, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Project Management services for the procurement of battery electric buses and charging stations. Services will include, but not limited to, project planning; requirement analysis; bus and infrastructure deployment; deployment validation and key performance indicators; project management, administration, reporting, and control; pre- and post-delivery audits; and periodic inspections.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $ 385.500.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

INVOICING AND PAYMENT
CTE will submit invoices to the City upon completion of each deliverable specified in the Statement of Work and in accordance with the payment schedule provided in Attachment A. Invoices shall include reasonably sufficient detail and supporting documentation to allow the City to evaluate and approve CTE’s payment request. The City will review deliverables within 15 days of submission and either request additional supporting documentation or revisions or indicate acceptance. Any request

documentation or revisions will be expeditiously made by CTE. The City's acceptance of the revised deliverable shall not be unreasonably withheld or delayed. Upon acceptance of each deliverable, the City shall pay CYE the amount specified in the Statement of Work. The final invoice will be submitted by CTE within 30 days of the acceptance of the final deliverable or Termination of this Agreement. Invoices will be submitted to the cy by mail, courier, or email to disbursements@lascruces.gov.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2024, for a term of four (4) years through April 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services, nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole

property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT
CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of

CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Mike Bartholomew
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Center for Transportation and the Environment 730 Peachtree Street, Suite 760 Atlanta, GA 30308 ATTENTION: Daniel J. Raudebaugh

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such

covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT

BY: _____
Daniel J. Raudebaugh
Executive Director

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

3/25/24
City Attorney

EXHIBIT A

Exhibit "A"

2022 Low-No Las Cruces BEB Deployment Phase 2 CTE Scope Narrative

Statement of Work

CTE will use its Zero-Emission Smart Deployment Methodology to guide this project. Through five primary phases, our methodology was designed to help agencies understand ZEB technologies and how to successfully deploy them. This Statement of Work (SOW) details these five phases of the project and the specific tasks CTE will complete to support RoadRUNNER in the deployment of 7 BYD battery electric buses for their 2022 Low-No project. This SOW also includes CTE's project controls and risk managing procedures to guide the effective and efficient management of this project. Each phase includes a brief summary of the activities included in this phase of the project and an estimated time to complete. Each phase also includes a description of the services provided by CTE during that phase and the associated CTE deliverables including payment type and value.

Phase 1: Project Planning

Estimated Time to Complete: 2 months
Phase 1 CTE Fee Total: $34,000

CTE developed a high-level schedule as part of the 2022 Low-No grant proposal that includes estimated durations for all project phases. CTE will work with each team member to refine the general schedule from the proposal to incorporate specific project goals and constraints.

Under Phase 1, CTE will also work with RoadRUNNER, BYD/RIDE, and other partners to finalize the project scope and approach, and define tasks, roles and responsibilities, and preliminary risks.

Phase 1 will result in an in-person formal kickoff of the project with all stakeholders and project team members to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

CTE will develop a project workbook that will outline these project goals and objectives, scope, and approach that will guide the execution of deliverables of the project. The Workbook will define the key milestones, as well as activities and tasks, and timeline for the project.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverable	Billing Frequency	Fee
	Project Kick Off Meeting Agendas, Presentations and Minutes	One-time at deliverable completion	$28,000
	Project Workbook	One-time at deliverable completion	$6,000
		Total	$34,000

Phase 2: Requirements Analysis

Estimated Time to Complete: 4 months
Phase 2 CTE Fee Total: $51,000

This task includes bus modeling, route simulation, charge modeling, rate modeling, and confirmation of the technical specifications for the bus and charging equipment.

CTE will determine the detailed requirements for the buses to reliably complete service, and develop deployment options that may influence operating costs, quality of service, or reliability. CTE's task for this phase are discussed below.

Bus and Route Analysis

CTE will collect route data on existing RoadRUNNER buses using GPS data loggers to capture time, distance, speed, acceleration, location, and grade. CTE will also collect local environmental conditions, passenger loading profiles, route planning details, and blocking schedules from RoadRUNNER. CTE will model the selected RoadRUNNER routes and the BYD/RIDE 35-foot battery electric bus under a full range of operating conditions to predict the performance and energy consumption of the bus on the selected routes. The model uses powertrain simulation software developed by Argonne National Laboratory and modified by CTE to include OEM-supplied powertrain specifications. If those specifications are not provided by the vehicle OEM, CTE shall approximate the specifications and calibrate to Altoona test results.

Bus modeling is critical to battery electric bus deployments because range and charging needs can be highly dependent on route, traffic and weather conditions—particularly in the case of on-route charging operations where agencies must have an accurate assessment of variable charging time requirements to ensure charging can be accommodated in the planned blocking schedule.
CTE will use the results of the bus modeling to evaluate charging time requirements, inform the technical specifications of the buses and chargers, validate that the buses will perform as expected in RoadRUNNER's specific operating conditions, and identify risks in the current deployment plans along with corresponding corrective actions.

Charge and Utility Rate Modeling

CTE will use the energy consumption requirements determined during the Bus and Route Analysis to develop charging schedules based on various possible charging strategies (e.g. on-route only, on-route with depot backup, primary depot charging with on-route range extension charging). CTE will then develop an electrical utility rate model to evaluate the potential electrical loads, consumption, and cost implications of the various charging strategies using the applicable electrical utility rate schedules.

Based on the results of this analysis, CTE will evaluate the tradeoffs between cost, on-time performance, headway and reliability for the various strategies developed to support RoadRUNNER in selecting the optimal deployment approaches based on their specific goals.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	Bus and Route Analysis Modeling Presentation	One-time at deliverable completion	$26,000
	Charge Modeling Presentation	One-time at deliverable completion	$12,500
	Rate Modeling Presentation	One-time at deliverable completion	$12,500
		Total	$51,000

Phase 5: Bus and Infrastructure Deployment

Estimated Time to Complete: 2 months
Phase 5 CTE Fee Total: $35,000

RoadRUNNER and CTE will work to develop a plan for post-delivery acceptance and performance validation testing, as well as for beginning revenue service. RoadRUNNER will conduct post-delivery inspections and acceptance testing. RoadRUNNER staff will receive the necessary training to operate and maintain the vehicles and charging equipment. Once buses and the charging stations have completed testing and acceptance by RoadRUNNER, CTE will work with RoadRUNNER to validate the performance and operation of the buses and chargers through CTE's performance validation approach. This phase will close with the buses entering revenue service.

After delivery and acceptances of the buses, CTE will conduct on-site validation testing, where buses are operated along the planned route under controlled conditions (ambient temperature, HVAC load, passenger load, traffic patterns, etc.). CTE will also test the buses with the installed chargers. Bus and charger testing will validate the planning analyses conducted in Phase 2 and help define any changes to operating procedures. CTE will use the test results to support RoadRUNNER in rectifying findings and finalizing the deployment strategy and schedules based on real world performance.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	Validation Test Plan	One-time at deliverable completion	$5,000
	Validation Test Report	One-time at deliverable completion	$30,000

		Total	$35,000

Phase 6: Deployment Validation and Key Performance Indicators

Estimated Time to Complete: 16 months
Phase 6 CTE Fee Total: $95,000

After revenue service of the buses begins, CTE will collect, analyze, and report on Key Performance Indicators (KPIs) to help track and understand the performance of the electric buses for a period of 12 months. These indicators will allow RoadRUNNER to fully understand operational metrics to determine if the projected benefits have been realized from the deployment of the electric buses, including impact on emissions, reductions in fuel consumption and cost, reductions in maintenance and costs, and any potential increase in ridership.

CTE will conduct a reporting workshop with RoadRUNNER to determine the KPIs they wish to capture and the procedures for collecting data.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
	KPI Workshop Agenda, Presentation and Meeting Minutes	One-time at deliverable completion	$13,000
	Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)	One-time at deliverable completion	$10,000
	Monthly or Quarterly KPI Reports	Monthly or quarterly installments over a 12 month period	$72,000
		Total	$95,000

Phase 8: Project Management, Administration, Reporting, and Control

Estimated Time to Complete: 18 months
Phase 8 Fee Total: $105,000

CTE will manage the entire deployment project including deployment planning; bus specification development; charger selection; infrastructure planning and procurement support; and final deployment. Project management will include but is not limited to the following activities:

- *Coordinating regular meetings and information sharing between project partners and stakeholders* — CTE will coordinate regular, timely and appropriate meetings with the needed staff. This will include recurring status meetings, as well as focused workshops

and other events. Meeting coordination includes detailed agendas, meeting minutes and follow-up. These meetings and communications reduce effort required from RoadRUNNER's staff, increase transparency, and ensure that the agency's interests and goals are prioritized and fulfilled throughout the project term.

- *Advocating for the transit agency's interests* – CTE will act as an advocate and advisor solely focused on RoadRUNNER's interests and concerns. CTE's 25 years of expert experience in electric vehicle technology is crucial when considering the unique requirements of battery electric bus system planning, design, and construction. CTE's unbiased experience and broad network of industry contacts results in rapid and impartial guidance, helping transit agencies select the technology that will best suit their needs and avoid pitfalls of electric bus implementation without being beholden to the bus manufacturer. CTE has proven experience in ensuring transparency on the capabilities, operation, and maintenance of battery electric buses, and ensuring that the final buses meet all specifications and service requirements.

- *Technical Advisory*– CTE provides technical advisory services throughout the project to ensure that RoadRUNNER staff understand the differences in technology and the best practices for deploying and operating ZEBs. CTE will advise RoadRUNNER on ZEB technology best practices, key deployment strategies; ZEB supplier terms and conditions; charging strategies; oversight of bus manufacturing and design; construction and installation of charging stations; and ZEB training, operations, and maintenance.

- *Tracking project tasks, risks, budget and timeline* — CTE will develop and maintain the project schedule, and ensure that all milestones and deliverables are completed effectively and on time. CTE will also rigorously track and drive the resolution of project risks and action items to ensure project success. The Risk and Action Item Mitigation Plan (detailed below) ensures timely resolution of critical path tasks and active mitigation of project risks.

CTE's project management fees will be split into years and invoiced in monthly installments.

Project Management	Billing Frequency	Fee
Year 1	Monthly installments over an 18 month period	$105,000
	Total	$105,000

Deliverables associated with this phase of the project may include but are not limited to the following:
Project Status Meeting Agendas and Minutes
Quarterly Management Reports (QMRs)
Ad hoc Reports, Communications, and Presentations as requested

Technical Review of RFP Responses for Charging Equipment
Technical Review of Site Plans for Charging Equipment
Tracking Project Tasks, Risks, Budgets, and Timeline

Project Administration, Reporting & Control

CTE will guide the entire project by the control and risk management procedures detailed below. CTE's centralized management of the work program will enable team members to concentrate on exceeding project goals and ensure production of deliverables in a clear and well-coordinated manner. Details of CTE's processes for ensuring the efficient accomplishment of these tasks are as follows.

Collaboration Tools

CTE will use e-mail to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

Communications Plan

Team members will participate in weekly or bi-weekly conference calls to discuss project status and current issues. Meeting minutes will be taken and shared to ensure open access to proceedings. Online video conferencing will be employed when team members desire a presentation format to share status updates. CTE will schedule additional conference calls with team members as needed.

Reporting Plan

CTE will provide RoadRUNNER with quarterly summaries of project status and activities, as well as Quarterly Management Reports (QMRs). The QMRs provide a summary of project status, progress, and accomplishments of the previous quarter and projections for the remainder of the project. The QMR will be structured to allow RoadRUNNER to easily incorporate the information into the required FTA Quarterly Report submitted by RoadRUNNER. The QMR will document project progress and activities as well as describe any known risks and plans for mitigation.

CTE will compile the QMRs with input from team members. CTE will provide team members with a QMR template that will include:

- Summary narrative of accomplishments by task/milestone during the period
- Estimated % completion and expected completion dates of task/milestone
- Significant events affecting progress and discussion of project variances
- Remaining activities and expected completion dates

CTE will also compile a Final Management Report at the end of the project to summarize the project accomplishments, realized benefits, and lessons learned.

Risk and Action Item Management and Mitigation Plan

CTE provides strong and engaged oversight of project progress through the suite of management controls and procedure outlined above. CTE's management method allows us to anticipate and manage potential risks and ensures quick recognition of any unexpected project risks that arise. All identified risks are documented; assigned to project team members for research, analysis, and resolution; and tracked through the project. Risks and related tasks are prioritized to ensure that project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to RoadRUNNER management for immediate attention.

Schedule Control Plan

CTE will be responsible for maintaining the overall schedule with input from team members.

Team members will report schedule status for their assigned tasks during the regular team calls. If the actual progress for a task is determined to be behind the planned schedule, CTE will work with RoadRUNNER to develop appropriate corrective action based on the schedule variance, the amount of work remaining, the impact on other tasks, and impact on the overall schedule.

Phase 9: Buy America Pre and Post Delivery Audits

CTE's subcontractor Fulton and Kozak (F&K) will conduct a pre-award audit to ensure the buses meet federal Buy America Requirements. An audit report will be submitted to CTE for review and then the final report will be presented to RoadRUNNER. The subcontractor will also conduct a post-delivery audit to ensure the buses meet federal Buy America Requirements. An audit report will be submitted to CTE for review and then the final report will be presented to RoadRUNNER.

ID	Deliverables	Billing Frequency	Fee
	One-time at deliverable completion	Pre-Delivery Buy America Audit Report	$7,750
	One-time at deliverable completion	Post-Delivery Buy America Audit Report	$7,750
		Total	$15,500

Phase 10: QMS/QA Periodic Inspections

The City has elected to ensure the production quality of the battery-electric bus order and has, thus, chosen to pursue QMS/QA Periodic Inspection Services. CTE will subcontract this work to TransWorld Associates LLC (TWA) to provide bus build and quality inspections. CTE will oversee the work of the subcontractor. CTE will review periodic inspection reports before they are delivered to RoadRUNNER.

ID	Deliverables	Billing Frequency	Fee
	One-time at deliverable completion	Periodic Inspection Report 1	$12,500

	One-time at deliverable completion	Periodic Inspection Report 2	$12,500
	One-time at deliverable completion	Periodic Inspection Report 3	$12,500
	One-time at deliverable completion	Periodic Inspection Report 4	$12,500
		Total	$50,000

Optional Additional Support:

Extended Project Management
CTE will provide services outlined under Phase 8 for additional months as requested by RoadRUNNER.

ID	Deliverables	Billing Frequency	Fee
	OPTION: Extended Project Management	Monthly installments	$5,834/month
		Total	Dependent on Services Selected

2022 Low-No Las Cruces BEB Deployment Phase 2 CTE Fee Schedule

CTE Deliverables

Phase	Task	Billing Frequency	Deliverable	Total	Cost per Installment ($)
1	**Project Planning**			**$34,000**	
		One-time at deliverable completion	Project Kick Off Meeting Agendas, Presentations and Minutes		$28,000
		One-time at deliverable completion	Project Workbook		$6,000
2	**Requirements Analysis**			**$51,000**	
		One-time at deliverable completion	Bus and Route Analysis Modeling Presentation		$26,000
		One-time at deliverable completion	Charge Modeling Presentation		$12,500
		One-time at deliverable completion	Rate Modeling Presentation		$12,500
5	**Bus and Infrastructure Deployment**			**$35,000**	
		One-time at deliverable completion	Validation Test Plan		$5,000
		One-time at deliverable completion	Validation Test Report		$30,000
		--	Updates to Operating and Charging Recommendations Document as Needed		--
6	**Deployment Validation and Key Performance Indicators**			**$95,000**	

		One-time at deliverable completion	KPI Workshop Agenda, Presentation and Meeting Minutes		$13,000
		One-time at deliverable completion	Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)		$10,000
		Monthly or quarterly installments over an 18-month period	Monthly or Quarterly KPI Reports		$72,000
8	**Project Management, Administration, Reporting, and Control**			**$105,000**	
		Monthly installments over 18 - month period	Monthly or Quarterly Progress Reports		$105,000
9	**Pre/Post Delivery Buy America Audits**			**$15,500**	
		One-time at deliverable completion	Pre-Delivery Buy America Audit Report		$7,750
		One-time at deliverable completion	Post-Delivery Buy America Audit Report		$7,750
10	**QMS/QA Periodic Inspections**			**$50,000**	
		One-time at deliverable completion	Periodic Inspection Report 1		$12,500
		One-time at deliverable completion	Periodic Inspection Report 2		$12,500
		One-time at deliverable completion	Periodic Inspection Report 3		$12,500
		One-time at deliverable completion	Periodic Inspection Report 4		$12,500
			Total CTE Budget	***$385,500***	
Option	***Optional Additional Support***			**Dependent on Services Selected**	

	Extended Project Management	Monthly installments	Monthly or Quarterly Progress Reports		$5,834/month

24-104

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:**	May 6, 2024
Drafter:	Lisa Padron	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO AWARD A CONTRACT FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT MANAGEMENT SERVICES TO CLIFTONLARSONALLEN, LLP OF ALBUQUERQUE, NEW MEXICO, FOR A TERM ENDING DECEMBER 31, 2026, IN AN AMOUNT NOT TO EXCEED $180,000.00 PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-049).**

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

PURPOSE(S) OF ACTION:

To award a contract for grant management services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

On December 1, 2023, the City's Purchasing program advertised Request for Proposal No. 23-24-049 for American Rescue Plan Act (ARPA) Grant Management Services resulting in the receipt of three (3) proposals. The proposals were reviewed and evaluated by the Selection Advisory Committee on January 10, 2024, and the committee recommended awarding the contract to CliftonLarsonAllen, LLP (CLA) of Albuquerque, New Mexico.

The consultant will work with City Management to design and implement grant management and monitoring procedures for applicable subrecipients, establish regular meetings with City staff and subrecipients, and prepare reports on a regular basis summarizing agreements, financial expenditures, and budget variance information. The consultant will also be available for program or grant-related questions from recipients or grant recipients.

SUPPORT INFORMATION:

Exhibit "A" - 23-24-049_ARPAGrantManagementServices_PSA_CLA_LegalApproved_4.16.2024

COMMITTEE/BOARD REVIEW:

SAC

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$180,000.00	$225,775.59	$180,000.00

Funding Source(s):

2100-20562002-721080-ARPAM

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize a contract for a term ending December 31, 2026 for ARPA Grant Management Services to CliftonLarsonAllen, LLP of Albuquerque, New Mexico.
2. Vote "No"; this will not approve the Resolution for a contract for a term ending December 31, 2026 for ARPA Grant Management Services to CliftonLarsonAllen, LLP of Albuquerque, New Mexico.
3. Vote to "Amend"; this could modify the Resolution based on direction by City Council to Staff.
4. Vote to "Table"; this will delay the contracting of ARPA grant management services and could negatively impact the City's ability to complete required financial reporting responsibilities.

RESOLUTION 24-104

A RESOLUTION TO AWARD A CONTRACT FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT MANAGEMENT SERVICES TO CLIFTONLARSONALLEN, LLP OF ALBUQUERQUE, NEW MEXICO, FOR A TERM ENDING DECEMBER 31, 2026, IN AN AMOUNT NOT TO EXCEED $180,000.00 PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-049).

The City Council is informed that:

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

WHEREAS, on December 1, 2023, the City's Purchasing program advertised Request for Proposal No. 23-24-049 for American Rescue Plan Act (ARPA) Grant Management Services resulting in the receipt of three (3) proposals. The proposals were reviewed and evaluated by the Selection Advisory Committee on January 10, 2024, and the committee recommended to award the contract to CliftonLarsonAllen, LLP (CLA) of Albuquerque, New Mexico; and

WHEREAS, the consultant will work with City Management to design and implement grant management and monitoring procedures for applicable subrecipients, establish regular meetings with City staff and subrecipients, prepare reports on a regular basis summarizing agreements, financial expenditures, and budget variance information. The consultant will also be available for program or grant-related questions from recipients or grant recipients.

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

(I)

THAT a contract is hereby awarded to CliftonLarsonAllen, LLP of Albuquerque, New Mexico for ARPA grant management services for a term ending December 31, 2026, in an amount not to exceed $180,000.00 plus NM gross receipts tax, as shown in Exhibit "A" attached hereto and made part of this Resolution.

(II)

THATCity 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

23-24-049
ARPA Grant
Management
Services

CITY OF LAS CRUCES
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of March, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and CliftonLarsonAllen LLP, of 6501 Americas Parkway NE, Suite 500, Albuquerque, New Mexico, 87110, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
To provide American Rescue Plan Act (ARPA) grant management services.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-049, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $180,000.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on date of award for a term through December 31, 2026.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered ("Records"). The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project. For the avoidance of doubt, Records does not include CONTRACTOR'S workpapers which are proprietary information and access is restricted.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work ("Deliverables") of the CONTRACTOR which have been paid in full shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement. For the avoidance of doubt, Deliverables does not include CONTRACTOR'S workpapers which are proprietary information and access is restricted.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability ("Claims") caused in whole or in part by, resulting in whole or in part from, or directly arising in whole or in part out of the gross negligence or willful misconduct of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement. CONTRACTOR'S indemnification obligations under this section shall not extend to Claims arising from the sole negligence or willful misconduct of the CITY.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Jacqueline Rubalcava
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	CliftonLarsonAllen LLP 6501 Americas Parkway NE, Suite 500 Albuquerque, NM 87110 ATTENTION: Laura Beltran-Schmitz

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written

agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CLIFTONLARSONALLEN, LLP

BY: _____
Laura Beltran-Schmitz
Principal

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/16/24
City Attorney

Revised: June 2023

23-24-049
ARPA Grant
Management
Services

EXHIBIT A

SERVICES

Meeting and Travel Schedule	
Meeting between CLA and City of Las Cruces staff	At a minimum, 1 meeting per quarter
Meeting between CLA and subrecipients	At a minimum, 1 meeting per quarter until subrecipients funds have been fully spent. Meetings may not be needed once agreement requirements are met.
Site Visits by CLA	Will be determined, if necessary, by City of Las Cruces staff. Site visits may not be required, depending on CLC and subrecipient needs.

Cost Proposal Content

CLA's policy is to estimate fees that are competitive, yet still enable us to respond quickly to the City of Las Cruces' needs and provide you with the quality of service you deserve. Our methodology of leveraging work to the most appropriately skilled staff member provides our clients with exemplary work at a competitive rate. We believe that the City of Las Cruces and CLA are perfectly matched for today's needs, but more importantly, for the increased requirements and complexities that may occur down the road.

Below is our proposed scope and fee language for inclusion in the contract.

1. Work with City Management to design and implement grant management and monitoring procedures for applicable subrecipients which may include:
    a. Obtaining receipts or invoices from the subrecipient to support use of funds
    b. Provide guidance to the City and/or subrecipients on allowable use of funds
    c. Obtain underlying general ledger detail from subrecipient to support use of funds
2. Establish regular meetings with key personnel of the City of Las Cruces
3. Establish regular meetings with key personnel of the subrecipients
4. Prepare reports on a regular basis summarizing agreements, financial expenditures, and budget variance information
5. Be available for program or grant related questions from recipients or grant recipients

Estimated Total Compensation – $150,000 - $180,000 through December 2026 billed monthly based on actual hours incurred at the following rates:

	Calendar Year		
	2024	2025	2026
Principal	$350	$370	$390
Project Manager	$315	$340	$360
Senior	$215	$230	$250
Associates	$150	$160	$170

Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our 5% technology and client support fee, and we will continue to be transparent with our fee structure. Monthly invoices will include a 5% technology and client support fee, as well as applicable gross receipts taxes.

The City will only be invoiced, monthly, for actual time and expenses incurred.

Our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.
- Out of pocket expenses, such as travel, and subscriptions to digital technology will be billed separately.

Fee increase

Our fees are based on professional standards and regulations currently in effect and barring any changes in the nature or requirements of the engagement, our rates will increase in accordance with the increases in our payroll and overhead costs. In addition, costs could increase due to substantial changes in your office locations, asset size, and/or operational structure.

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24-105

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:**	May 6, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title:	**A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT 19-20-077A POLICE AUDITOR SERVICES, WITH OIR GROUP, LLC, OF LONG BEACH, CALIFORNIA, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO $125,000.00 (PROCUREMENT 19-20-077A).**

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

PURPOSE(S) OF ACTION:

To approve a contract amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) required proposals for police auditing services. On November 2, 2020, the City advertised Request for Proposals for Procurement No. 19-20-077A. The Purchasing program received three (3) proposals. The proposals were reviewed and evaluated by the Selection Advisory Committee (SAC) on December 17, 2020. The recommendation of the committee was to award the contract to OIR Group, LLC (OIR), of Long Beach, California.

The City entered into a professional services agreement on March 4, 2021. As outlined in the agreement (Attachment "A"), these services would enhance police accountability by making periodic public reports based on monitoring and auditing activities. This has contributed to increased transparency for police-compliant procedures. Additionally, semi-annual presentations to the City Council were performed to outline findings and other relevant information.

An increase to the amount of auditing services requested has resulted in the need to increase the original not-to-exceed contract amount. The City and OIR mutually desire to modify the terms of this agreement to increase the annual not-to-exceed amount to $125,000.00.

SUPPORT INFORMATION:

Exhibit "A" 19-20-077A_Amendment2
Attachment "A" 19-20-077 - Police Auditor Services Professional Service Agreement

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing the amendment to the Police Auditor Services agreement with OIR Group, LLC, of Long Beach, CA, to increase the annual not-to-exceed amount to $125,000.00.
2. Vote "No"; this will deny the amendment to the Police Auditor Services agreement with OIR Group, LLC, of Long Beach, CA.
3. Vote to "Amend"; this could modify the Resolution, and the City Council will need to provide alternative direction to City staff.
4. Vote to "Table"; this could delay authorizing the Resolution and the amendment to the agreement.

RESOLUTION 24-105

A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT 19-20-077A POLICE AUDITOR SERVICES, WITH OIR GROUP, LLC, OF LONG BEACH, CALIFORNIA, TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO $125,000.00 (PROCUREMENT 19-20-077A).

The City Council is informed that:

WHEREAS, the City of Las Cruces required proposals for police auditing services; and

WHEREAS, on March 4, 2021, the City of Las Cruces entered into Professional Service Agreement 19-20-077A with OIR Group, LLC, of Long Beach, California; and

WHEREAS, the City of Las Cruces and OIR Group, LLC mutually desire to modify the terms of this agreement to increase the annual not-to-exceed amount to $125,000.00.

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

(I)

THAT the Resolution authorizing the amendment to the 19-20-077A Police Auditor Services Agreement as show in Exhibit "A" attached hereto and made part of this resolution is hereby approved.

(II)

THATCity 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

AMENDMENT NO. 2

RFP 19-20-077A POLICE AUDITOR SERVICES

This amendment, made this _____ day of _____, 2023 by and between the CITY OF LAS CRUCES and OIR GROUP, LLC of Long Beach, CA.

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated March 4, 2021, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4 COMPENSATION
   THE CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an annual not to exceed amount of $125,000.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated March 4, 2021 between the parties is hereby ratified and confirmed.

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

OIR GROUP, LLC

BY: _____
Teresa Magula
Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/5/24

City Attorney

Revised: May 2023

Attachment "A"

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND OIR GROUP, LLC (19-20-077A)

Effective March 4, 2021, the City of Las Cruces, New Mexico (CITY) and OIR GROUP, LLC (CONTRACTOR), collectively hereinafter referred to as the PARTIES, entered into a Professional Services Agreement. On March 15, 2023, the PARTIES extended the Professional Services Agreement through March 2, 2024.

WITNESSESTH

WHEREAS, the PARTIES desire to renew and extend the Professional Services Agreement, and

WHEREAS, the PARTIES desire to modify the terms and conditions of the Professional Services Agreement.

Accordingly, effective February 26th, 2024 the PARTIES amend the Professional Services Agreement as follows:

1. The Professional Services Agreement is hereby extended from March 2, 2024 through March 3, 2025.
2. Paragraph 2 of the Professional Services Agreement is deleted and replaced with the following:
    a. SCOPE OF SERVICES. In a manner satisfactory and proper to the CITY, CONTRACTOR will perform SERVICES, as proposed in response to the CITY'S RFP No. 19-20-077A and as set forth in Exhibit A attached to and made a part of the Professional Services Agreement. Additionally, at the discretion and direction of the CITY, CONTRACTOR agrees to conduct up to four community outreach meetings per fiscal year.

Subject to the modifications set forth in the above Amendment to the Professional Services Agreement, the Professional Services Agreement dated effective March 4, 2021 is hereby ratified and confirmed.

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

OIR GROUP, LLC

By:_____
Teresa Magula, Manager

February 9, 2024
Date

CITY OF LAS CRUCES, NEW MEXICO

By:_____
Alicia Hernandez (Feb 26, 2024 10:24 MST)
Alicia Hernandez, Purchasing Manager

02/26/2024
Date

Approved as to form:

2/22/24
Linda A. Samples, City Attorney

SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF 5
RFP No. 19-20-077A Police Auditor Services

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Police Auditor Services Service Agreement (Agreement) dated March 4, 2021 between the City of Las Cruces (City) and OIR Group, LLC (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 4, 2023 and terminate March 2, 2024. All other terms and conditions, including any amendments, of the Agreement remain the same.

AGREED:

OIR GROUP, LLC

Signature — 3·2·23 Date

MICHAEL GENNACO, PRINCIPAL
Printed Name/Title

CITY OF LAS CRUCES

Alicia Hernandez — 3/15/2023 Date
Purchasing Manager

SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF 5
RFP No. 19-20-077A Police Auditor Services

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Police Auditor Services Service Agreement (Agreement) dated March 4, 2021 between the City of Las Cruces (City) and OIR Group, LLC (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 4, 2022 and terminate March 3, 2023. All other terms and conditions, including any amendments, of the Agreement remain the same.

AGREED:

OIR GROUP, LLC

2.23.22
Signature Date

MICHAEL J. GENNACO
Printed Name/Title
PRINCIPAL, OIR GROUP

CITY OF LAS CRUCES

02/23/22
~~Chenyu "Alex" Liu~~ Date
Purchasing Manager

Alfredo R. Pacheco
Interim

City of Las Cruces®

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of March, 2021 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and OIR Group, LLC, of 7142 Trask Avenue, Playa del Rey, CA 90293, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Police Auditor Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.19-20-077A, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $75,000.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on date of award for a term of one (1) year and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1) year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate

b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
d. Coverage must be primary and non-contributory.
e. Coverage must be per project or per location.
f. Coverage must be on an occurrence form.
g. Subrogation must be waived.

2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Viola Perea
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	OIR Group, LLC 7142 Trask Avenue Playa Del Rey, CA 90293 ATTENTION: Michael Gennaco

23. SCOPE OF AGREEMENT

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

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

OIR GROUP, LLC

BY: _____
Michael Gennaco
Principal

February 23 2021
Date

CITY OF LAS CRUCES

BY: _____
Chenyu "Alex" Liu
Purchasing Manager

3/4/2021
Date

APPROVED AS TO FORM

for JVB 01/20/2021
City Attorney

EXHIBIT A

SERVICES

Police Auditor duties to be performed by CONTRACTOR include:

1. **Audits of the Complaint Investigation Process:** The audit process shall include a review and report on all formal citizen and internally initiated complaints and investigations, and investigations of law enforcement complaints received on the City's anonymous hotline, by the Internal Affairs (IA) Program to ensure investigations were complete, objective, thorough, and fair and that findings and actions taken in response to the investigations were appropriate. CONTRACTOR may be required to review and report on additional allegations of a non-serious nature categorized as EI-C3 complaints, as requested by the Las Cruces Police Department (LCPD), City Manager, City Attorney, and/or City Council.

   The LCPD IA Program reported a 5-year average (2014 to 2018) of 32 formal and 39 non-serious C-3 complaints. Formal complaints may include, but are not limited to:

   a. Code of Conduct / Code of Ethics
   b. Recording Devices
   c. Physical Arrests
   d. Search & Seizure
   e. Use of Force
   f. Bias-based Policing
   g. Vehicle Pursuits

2. **Audits of Police Operations:** CONTRACTOR shall review and report on policies, procedures, and training issues growing from a complaint investigation and make recommendations for improvement to increase police accountability and transparency in the complaint process.

3. **Evaluation of Tort Claim Notices and/or Noticed Civil Actions:** CONTRACTOR shall review and report on all tort claim notices and/or noticed civil actions. The information contained in the report shall include information related to matters that have been litigated or disposed and are no longer pending and shall include, but not be limited to, offender and victim demographics, location of incidents, criminal charges associated with the

incidents, disposition of the case, policy violations and dispositions, and police officer's demographics.

4. **Follow-Up Audits:** CONTRACTOR shall conduct follow-up audits, as requested, for specific instances or complaints to evaluate implementation of recommendations or existence of procedural, practical, or other barriers that serve to suppress or discourage reporting of complaints.

5. **Statistical and Trend Analysis:** CONTRACTOR shall on a semi-annual basis, compile statistics and report on trends based on new and historical data resulting from complaint investigations. The statistical and trend analysis shall include, but not be limited to, offender and victim demographics, location of incidents, criminal charges associated with the incidents, disposition of cases, policy violations and dispositions, police officers' demographics, and other statistics related to the complaint investigations.

6. **Comparative Analysis:** CONTRACTOR shall compare data for Items 1 through 5 to the overall statistics and number of incidents the Police Department responds to where no complaints were received.

7. **On-Site Presentations:** CONTRACTOR shall on a semi-annual basis, present findings, recommendations, and statistical/trend/comparative analysis to City Council, City Management, and general public.

   At least one week prior to each semi-annual on-site presentation, CONTRACTOR shall schedule a meeting with the Chief of Police, City Manager, City Attorney, and other City Staff, as applicable, to discuss outcomes and recommendations.

Reporting Requirements:

1. CONTRACTOR shall submit written audit and evaluation reports electronically within 30 days of receiving the complaint or notice, which shall be distributed to the Chief of Police, IA Program Manager (i.e., currently the IA Lieutenant), City Attorney, and City Auditor.

   Each report shall include an outline of positive actions, dispositions, and/or findings with recommendations for strategies to promote accountability, to correct deficiencies, and improve complaint and investigative procedures based on best practices, industry standards, and case reviews.

2. CONTRACTOR'S written semi-annual reports must be submitted electronically within 30 days of the close of the reporting period and shall be distributed to the City Council, City Manager, Chief of Police, IA Program Manager, City Attorney, and City Auditor. Reporting shall comply with the City of Las Cruces

Accountability in Government ordinance when possible and shall be coordinated through the City's Internal Audit Division.

3. CONTRACTOR'S on-site presentations must be conducted within 60 days of the close of the reporting period.

   Written semi-annual reports and presentations must include:
   - Number of audit/investigation requests received during each semi-annual period,
   - Number of audits/investigations completed during each semi-annual period,
   - Summary of all dispositions, non-complaint actions, positive actions, findings, and recommendations reported during each semi-annual period, in addition to statistical, trend, and comparative analysis of new and historical data,
   - The demographics of the audits/investigations as they relate to offender and victim demographics, location of incidents, criminal charges associated with the incidents, disposition of cases, policy violations and dispositions, police officer's demographics.

CONTRACTOR shall be responsible for protecting the confidentiality of LCPD files and records to which it has been provided access. The Police Auditor shall not identify the subject of an investigation in any public report and shall maintain confidentiality required by law.

All work completed by CONTRACTOR is subject to the New Mexico Inspection of Public Records Act (IPRA).

CONTRACTOR shall use electronic submission for investigation documentation. The exchange of all data between CONTRACTOR and the LCPD is to be encrypted at a level equivalent to, or greater than, AES 256 at all times during transit utilizing SCP, Secure FTP, or equivalent, or using encrypted disposable media, with any encryption key(s) being sent separately. Data sent via encrypted disposable media will only occur upon the written request of the City, or upon the cancellation of the service contract.

EXHIBIT B

SCHEDULE

INITIAL PHASE – FIRST 60 DAYS: ASSESSMENT & RELATIONSHIP BUILDING		
Meetings	Review	Establish

• City leadership
• Police Chief and command staff
• Community leaders and other stakeholders
• Goal is to gain perspective on state of the police department and identifying any specific concerns
• Gather input from Department and stakeholders to identify future areas of audits
	• Las Cruces PD policies and procedures
	• Training protocols
		• Systems for complaint intake and handling
		• Schedule for on-site "office hours"
		• Work with Department to develop protocols to ensure:
		  • Prompt notice of critical incidents
		  • Prompt notice of new complaints
		  • Expectations for inclusion at key meetings
		  • Efficient referral of complaints to the IA Program

24-106

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:**	May 6, 2024
Drafter:	Crystal Silva	**Department:**	Financial Services
Program:	Grant Administration	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2024, TO JUNE 30, 2025, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) L100518 HAWK US HIGHWAY 70/PICACHO AVENUE PROJECT.**

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

PURPOSE(S) OF ACTION:

Request for grant award/agreement extension.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On July 19, 2021, City Council approved Resolution No. 22-009 accepting a grant award from the NMDOT for 2021/2022 MAP funding. The grant is to plan design, construct and install a High-Intensity Activated Crosswalk (HAWK) signal device on US Hwy 70 (Picacho Avenue).

On July 18, 2022, City Council approved Resolution No. 23-009, for an extension from June 30, 2023, to June 30, 2024, due to right of way (ROW) issues, which delayed the design phase and permitting process for the HAWK US Highway 70/Picacho Ave at 4th Street MAP project. The Public Works department requested and was granted an extension to the project completion date due to these issues, by New Mexico Department of Transportation (NMDOT).

A second extension is being requested to the agreement (Project Control Number HW2L100518) with a revised date of June 30, 2025, due to delays in the supply of critical traffic signal parts from the contractor's supplier. The status of the project is that all required certifications have been acquired, and it has currently been awarded to a contractor for construction. The City's contractor is awaiting critical parts, but the scope of the project otherwise remains unchanged. This request is to ensure City can complete our obligations by this new project deadline.

At this time, approval is required to submit an extension request for Project Control Number HW2L100518 with a new completion date of June 30, 2025.

SUPPORT INFORMATION:

Attachment "A" - Picacho MAP Extension
Attachment "B" - Agreement L100518 FY22 MAP - Executed
Attachment "C" - Agreement L100518 Amendment 1 - Executed

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

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

OPTIONS / ALTERNATIVES:
1. Vote “Yes”; this will approve the amendment.
2. Vote “No”; this will not approve the amendment.
3. Vote to “Amend”; this could delay approval of the amendment and require direction and specific amendments from City Council.
4. Vote to “Table”; this could delay the approval of the amendment. Staff may require additional direction from City Council on how to proceed.

REFERENCE INFORMATION:
Resolution No. 22-009
Resolution No. 23-009

RESOLUTION 24-106

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2024, TO JUNE 30, 2025, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) L100518 HAWK US HIGHWAY 70/PICACHO AVENUE PROJECT.

The City Council is informed that:

WHEREAS, July 19, 2021, City Council approved Resolution No. 22-009 accepting a grant award from the NMDOT for 2021/2022 MAP funding. The grant is to plan design, construct and install a High-Intensity Activated Crosswalk (HAWK) signal device on US Hwy 70 (Picacho Avenue); and

WHEREAS, July 18, 2022, City Council approved Resolution No. 23-009, for an extension from June 30, 2023, to June 30, 2024, due to right of way (ROW) issues, which delayed the design phase and permitting process for the HAWK US Highway 70/Picacho Ave at 4th Street MAP project. The Public Works department requested and was granted an extension to the project completion date due to these issues, by New Mexico Department of Transportation (NMDOT); and

WHEREAS, a second extension is being requested to the agreement (Project Control Number HW2L100518) with a revised date of June 30, 2025, due to delays in the supply of critical traffic signal parts from the contractor's supplier. The contractor is awaiting critical parts, but the scope of the project otherwise remains unchanged.

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

(I)

THAT the City hereby approves the extension request for Project Control Number HW2L100518 for a new completion date of June 30, 2025.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

March 19, 2024

NMDOT District 1
Aaron Chavarria, P.E., District Engineer
c/o Gil Gallosa, LGRF Coordinator
2912 E. Pine Ste.
Deming, NM 88030

Subject: Request for Second Extension – 4th/ US 70 (Picacho) Pedestrian Crossing HAWK Signal, Control No. HW2L100518

Dear Mr. Chavarria,

The City of Las Cruces (CLC) accepted the New Mexico Department of Transportation (NMDOT) MAP funding allocated for the 4th/US 70 (Picacho) Pedestrian Crossing HAWK Signal, Control No. HW2L100518. A time extension was requested and granted from June 30, 2023, to June 30, 2024, due to ROW issues.

At this time, we are requesting another time extension due to delays in supply of critical traffic signal parts from the contractor's supplier. The status of the project is that all certifications have been approved and it has currently been awarded to a contractor for construction. The City's contractor is awaiting critical parts, but the scope of the project otherwise remains unchanged.

The following is a timeline of remaining items to meet contract agreement:

May 15 - June 15, 2024	Delivery of traffic signal controllers and misc. equipment
June 1 - August 15, 2024	Construction of project
August 15 - October 1, 2024	Contract & Grant Closeout

In order to provide sufficient time to complete extension of agreement, take delivery upon of critical equipment, complete construction as well as the closeout process, the City of Las Cruces requests an extension on the above listed project from June 30, 2024 to June 30, 2025. This will allow for all remaining items to be properly completed in accordance with the terms of the MAP Grant.

If you have questions or require additional information, you may contact me at (575) 528-3136 and/or email at dsedillo@lascruces.gov or Kyle Arend at (575) 528-3451 and/or email at karend@lascruces.gov.

Sincerely,

David Sedillo, P.E.
Public Works Director

cc: Tony Trevino, Assistant Director to Public Works **Initials:**
cc: Gaby Prats, Grants Manager **Initials:**

Contract No. D18962
Vendor No. **0000054342**
Control No. **HW2L100518**

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 the State Transportation Commission Policy No. 44, 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 Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L100518." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is Two Hundred Fifty Three Thousand Three Hundred Thirty Three Dollars and No Cents **($253,333)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: $190,000

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: $63,333

3. Total Project Cost: $253,333

b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Fifty Three Thousand Three Hundred Thirty Three Dollars and No Cents **($253,333)**.

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 project funds as identified in Section 2, Paragraph a1, 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 a2; 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 purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; 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. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
n. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office

the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.

p. 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.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
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. The provisions of the Local Government Road Fund Project 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 6/30/2023. In the event an extension to the term is needed, the Public Entity shall provide 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 by the Legislature, this Agreement may 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 4u and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part 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 a suit(s) 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 any 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 it 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 the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be 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, local, and Department laws, 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 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 be in compliance 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 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 by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
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: Justin Reese (Sep 8, 2021 13:50 MDT) Date: Sep 8, 2021
Cabinet Secretary or Designee

Recommended By District 1

By: Trent Doolittle Date: 9-28-21
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 8, 2021 13:16 MDT) Date: Sep 8, 2021
Assistant General Counsel

City of Las Cruces

By: _____ Title: Date: 6/24/21
_City Manager_____

Attest: __Ifo Pili, City Manager_____
Name and Title

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** Local Government Road Fund Project 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** Local Government Road Fund Project 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

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100518

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. L100518

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. **L100518** 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

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

RESOLUTION 22-009

A RESOLUTION TO ACCEPT THE OFFERED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FISCAL YEAR 2021/2022, FOR THE INSTALLATION OF HIGH-INTENSITY ACTIVATED CROSSWALK SIGNAL DEVICES ON PICACHO AVENUE IN THE AMOUNT OF $190,000, REQUIRING A CITY MATCH IN THE AMOUNT OF $63,333, FOR A TOTAL PROJECT COST OF $253,333.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City), Public Works Department/Engineering & Architect Section recieved an award letter for the New Mexico Department of Transportation (NMDOT), Municipal Arterial Program (MAP) funding opportunity for FY2010/2022 in the amount of $190,000 for installation of a High-Intensity Activated Crosswalk (HAWK) signal device on US Hwy 70 (Picacho Avenue); and

WHEREAS, the City proposes to install a HAWK signal device on Picacho Ave. at 4th Street, as shown on Attachment "A" – Vicinity Maps; and

WHEREAS, the proposed device will compliment pedestrian and bicycle traffic at a mid-block school crossing; and

WHEREAS, the NMDOT share of the project will be 75% or $190,000 and the City share will be a 25% cash match in the amount of $63,333 for a total project amount of $253,333, with said match and any excess project costs above the grant and match amounts to complete the project to be funded through the FY2022 budgeted Street Maintenance and Flood Control funds; and

WHEREAS, this project will include the installation of the HAWK signal devices, lighting, signage, striping, advance warning signs, and ADA ramps.

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

(I)

THAT the City will adopt the accept the award through the NMDOT Cooperative Agreement in the amount of $190,000, with a required cash match of $63,333, and allow the City Manager to execute the agreement.

(II)

THAT the City will adopt the project described as the HAWK installation on Hwy 70/Picacho and 4th Street in Las Cruces, New Mexico and make it a priority.

(III)

THAT the agreement terminates on June 30, 2023 and the City 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.

(IV)

THAT the City may to enter into Cooperative Agreement Control Number HW2L100518 with the NMDOT for the MAP Project for year 2021 – 2022 to install a HAWK Signal System at the mid-block school

crossing at 4th St. and Hwy 70/Picacho Ave. The project will include ADA, corner ramp replacement/installation, signals, lighting, pavement markings, signings, construction staking, traffic control, and miscellaneous construction within the control of the City in Las Cruces, New Mexico.

(V)

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

DONE AND APPROVED this 19 day of July 2021

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Gill Sorg

Seconded by: Johana Bencomo

AYES Kasandra Gandara, Gabe Vasquez, Gill Sorg, Ken Miyagishima, Yvonne Flores, Tessa Abeyta-Stuve, Johana Bencomo

NAYS

L100518 CITY OF LAS CRUCES FY22

Final Audit Report 2021-09-08

Created:	2021-09-07
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"L100518 CITY OF LAS CRUCES FY22" History

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Contract No. D18962/1
Vendor No. 0000054342

Control No. HW2 L100518

FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Las Cruces (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18962, on September 28, 2021; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced with the following:

> **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 6/30/2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

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: Justin Reese 79B5F2DB5F72463... Date: 9/8/2022

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: Aaron Frankland Deputy General Counsel 3B493BD37FBC44A... Date: 9/13/2022

Assistant General Counsel

CITY OF LAS CRUCES

By: _____ Date: 9/2/22

Name: Ifo Pili

Title: City Manager

ATTEST:

By: Christine Rivera Date: 9/6/22

City of Las Cruces Clerk

APPROVED AS TO FORM:

for JV 8/25/22

City Attorney

DocuSign Envelope ID: CA36A920-C904-4B72-B4F4-9BCB51D51ADB

RESOLUTION 23-009

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE YEAR TIME EXTENSION FROM JUNE 30, 2023 TO JUNE 30, 2024 FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION, MAP L100518 HAWK US HWY 70/PICACHO AVE PROJECT.

The City Council is informed that:

WHEREAS, the City accepted a grant award from New Mexico Department of Transportation (NMDOT) for the installation of high-intensity activated crosswalk signal devices on Picacho Avenue via Resolution Number 22-009; and

WHEREAS, the project has been delayed and City desires to request an extension of the end date from June 30, 2023 to June 30, 2024 for Project Control Number #HW2L100518; and

WHEREAS, the City's Public Works has communicated an updated time frame for project activities in a letter to NMDOT as noted in Attachment A and the need to request the one year extension; and

WHEREAS, there is no change in the scope of the project; and

WHEREAS, this request is to ensure the City is able to complete our contractual obligations by this new project deadline; and

WHEREAS, NMDOT requires a revised resolution which will start the agreement amendment process, as noted in Attachment B, their concurrence letter.

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

(I)

THAT the City hereby approves the request for an extension of time for Cooperative Agreement Control Number (CN) HW2 L100518 with NMDOT for a new project completion date of June 30, 2024.

(II)

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

DONE AND APPROVED this 18 day of July 2022

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Yvonne Flores

Seconded by: Johana Bencomo

AYES Kasandra Gandara, Ken Miyagishima, Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, Tessa Abeyta

NAYS

24-107

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:**	May 6, 2024
Drafter:	Charlie Fierro	**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 AND AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

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

PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY24 budget and FY24 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 the 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 Summary
Exhibit "B" FY24-29 CIP
Attachment "A" Grant Listing
Attachment "B" QOL-L FY23 NMSL DoIT Grant Agreement
Attachment "C" QOL-S - IGA A22G-5316 Munson Ctr Construction
Attachment "D" QOL-S - IGA A22G-5315 Papen Ctr Renovation
Attachment "E" QOL-S - IGA A22G-5317 Munson Ctr Vehicle
Attachment "F" TR - FFY23 Discretionary bus funding Award - USDOT

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
VARIOUS	VARIOUS	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 FY2024 Budget and FY2024 CIP.
2. Vote “No”; this will not approve the Resolution to adjust the FY2024 Budget and FY2024 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 24-107

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS AND AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 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 FY2024 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A" and accepts the grant award as show in Attachment "F" attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2024 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

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	4100 CAPITAL PROJECTS REIMB GRANTS 2023-24			
	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	7,108,138	6,417,825	0	6,417,825
State Grants	12,716,645	22,889,506	694,537	23,584,043
Local Grants	851,264	861,264	0	861,264
Debt Service	0	0	0	0
Total Revenues	**20,676,047**	**30,168,595**	**694,537**	**30,863,132**
TOTAL RESOURCES	**$ 20,676,047**	**30,168,595**	**694,537**	**30,863,132**
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	330,000	732,730	0	732,730
Utilities	0	0	0	0
Economic Development	876,147	3,597,861	0	3,597,861
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	3,323,869	5,842,094	0	5,842,094
Community Development	0	0	0	0
Quality of Life	0	690,746	0	690,746
Public Works	15,776,031	18,935,164	694,537	19,629,701
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,676,047**	**30,168,595**	**694,537**	**30,863,132**
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 2023-24

	2100 SPECIAL REVENUE REIMB GRANTS 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 698,496	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	1,538	0	1,538
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	247,000	185,500	0	185,500
Federal Grants	14,620,646	19,024,511	0	19,024,511
State Grants	5,898,088	14,292,927	136,288	14,429,215
Local Grants	26,065	34,983	0	34,983
Debt Service	0	0	0	0
Total Revenues	**20,791,800**	**33,539,459**	**136,288**	**33,675,747**
TOTAL RESOURCES	**$ 21,490,296**	**33,539,459**	**136,288**	**33,675,747**
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	10,000,000	13,854,440	0	13,854,440
Legal	0	0	0	0
Las Cruces Police Department	2,707,818	6,746,580	0	6,746,580
Las Cruces Fire Department	1,314,070	1,771,575	0	1,771,575
Utilities	875,000	1,253,926	0	1,253,926
Economic Development	2,497,596	5,647,596	0	5,647,596
Internal Audit	0	0	0	0
Assistant City Manager-400	501,795	629,476	0	629,476
Human Resources	0	0	0	0
Financial Services	412,656	375,097	0	375,097
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	300,000	0	300,000
Parks & Recreation	9,793	384,334	0	384,334
Community Development	338,931	268,750	0	268,750
Quality of Life	1,769,141	1,958,789	136,288	2,095,077
Public Works	365,000	348,896	0	348,896
HIDTA	0	0	0	0
Total Expenditures	**$ 20,791,800**	**33,539,459**	**136,288**	**33,675,747**
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	**$ 698,496**	**0**	**0**	**0**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Exhibit "B"

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	230,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, **Taxes**
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 1,092,804**	**$ 630,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	255,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 3,292,804**	**$ 3,366,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,690,501						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	82,003	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 1,779,504**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - Communication and Cashier Offices Construction 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	410,485	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,312,166	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	8,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,731,099**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,510,603**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Newly Funded Projects							
LRU Runway 4/22 Rehabilitation	2,710,000	455,000					**Grants,** Taxes, Other
Las Cruces Airport - Total Newly Funded Projects	**$ 2,710,000**	**$ 455,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	519,354						**Grants, Taxes, Other**
LRU Equipment and Vehicles	450,000						
LRU Passenger Terminal	191,037		8,608,963				Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	219,417				4,200,000	8,400,000	Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902				13,500,000		Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982	170,000					Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,773,692**	**$ 170,000**	**$ 8,608,963**	**$ -**	**$ 17,700,000**	**$ 8,400,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	150,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 150,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Las Cruces Airport - Future Projects							
LRU Utility Infrastructure Improvements		4,500,000					Bonds, Grants, Taxes, Other
LRU Commercial Hangar Design and Construct		2,800,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct			650,000				Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8/26 and 12/30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Passenger Air Service Infrastructure Revitalization			15,200,000				Grants, Taxes, Other
LRU Fuel Farm Relocation & Expansion			1,900,000				Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades			1,600,000				Grants, Taxes, Other
LRU Passenger Terminal Parking			1,200,000				Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities				750,000			Grants, Taxes, Other
LRU Taxilane Extensions				3,400,000			Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 9,024,647**	**$ 20,675,000**	**$ 4,275,000**	**$ 2,625,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 4,633,692**	**$ 9,724,647**	**$ 29,358,963**	**$ 4,350,000**	**$ 20,400,000**	**$ 19,940,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Newly Funded Projects							
Children's Museum Facility	690,746	100,000	400,000	5,500,000			Bonds, **Grants**
MV Community of Hope - Campus Extension (Amador Crossing)	2,500,000	5,000,000					**Grants**
MV Community of Hope - The Kitchens	1,866,500	1,125,000	7,000,000	2,700,000			**Grants**
MV Community of Hope - Flooring	10,317						**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	250,000						**Grants**
Non-Profit Organizations - Total Newly Funded Projects	**$ 5,317,563**	**$ 6,225,000**	**$ 7,400,000**	**$ 8,200,000**	**$ -**	**$ -**	
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	2,572,861						**Grants**
MV Community of Hope - Solar Project	400,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	651,942	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	1,188,500						**Grants**
MV Community of Hope - Health Facility Improvements	1,853,922						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 6,667,226**	**$ 1,847,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
MV Community of Hope - Patio to Office Remodel				1,000,000			Grants
MV Community of Hope - Jardin de los Niños Security Improvements				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 4,922,349**	**$ 4,150,000**	**$ 5,200,000**	**$ 4,000,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 11,984,789**	**$ 12,994,349**	**$ 11,550,000**	**$ 14,000,000**	**$ 4,000,000**	**$ 4,000,000**	

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Newly Funded Projects							
Klein Park Improvements	210,000	590,000					**Grants,** Taxes
Light Poles at Hadley Fields	177,000						**Taxes**
Parks and Recreational Facilities Structural Renovations	300,000	399,000	125,000				**Grants,** Taxes
Park Drinking Fountains	279,326	70,000	70,000				Grants, PIF, **Taxes**
Trail Renovations	100,000	400,000	500,000	500,000	500,000	500,000	Bonds, **Grants**
Various Park Restroom Replacement/Repairs & Upgrades	435,417	360,000					**Grants, PIF**
Veterans' Memorial Park Enhancements	247,500	412,500	662,500	662,500	662,500	662,500	Bonds, **Grants**
Parks & Recreation - Total Newly Funded Projects	**$ 1,749,243**	**$ 2,231,500**	**$ 1,357,500**	**$ 1,162,500**	**$ 1,162,500**	**$ 1,162,500**	
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	353,635						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	2,364,000						**PIF, Taxes**
Ballfield/Soccer Field Renovations & Upgrades	820,236	834,600	144,000	3,200,000			**Grants**
Chandler Tank Park	1,082,035						**Bonds, Taxes**
Dona Ana Move Trail	690,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	149,189						**Taxes**
Highland Park	2,028,552	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	257,015						**Grants, Taxes**
Las Cruces Lateral RTP Trail	489,011						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	-						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds,** Grants
Meerscheidt Recreation Center Improvements	19,362	312,638					Grants, **Taxes**
New Skate Park - Plan & Design	550,000	800,000					**Grants**
Park Drinking Fountains	279,325						
Parks Smart Controllers & Pumps	150,001						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements	835,699	600,000	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	476,026						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	1,070,000	836,500	1,650,000	500,000			**Grants, PIF**
Tortugas Trail	75,000						**Grants**
Wayfinding Signage	1,183						**Grants,** PIF
Parks & Recreation - Total Carryover Projects	**$ 13,790,269**	**$ 3,994,588**	**$ 2,394,000**	**$ 4,400,000**	**$ 600,000**	**$ 700,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	100,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Median Landscaping	1,221,610	200,000	200,000	200,000	200,000	200,000	**Grants**, Loans, Taxes
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF,** Grants
Neighborhood Parks	539,085	500,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Parking Lots Veterans' Park Parking Lot BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park	2,640,881	907,500	252,500	272,700	272,700	272,700	**Bonds, Grants, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 5,145,390**	**$ 2,631,500**	**$ 1,976,500**	**$ 1,996,700**	**$ 1,996,700**	**$ 1,996,700**	

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Parks & Recreation - Future Projects							
Multi-Use Recreation Center		60,000,000					Bonds, Grants
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Benavidez Park			500,000				Grants
Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades			134,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			80,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 60,343,000**	**$ 823,500**	**$ 6,411,500**	**$ 40,000**	**$ 1,200,000**	
Total Parks & Recreation	**$ 20,684,902**	**$ 69,200,588**	**$ 6,551,500**	**$ 13,970,700**	**$ 3,799,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	434,492						**Taxes**
Fire Station 2 Bay Remodel	100,000						**Grants**
Fire Station 5	100,000	214,000	230,000				Bonds, **Grants**, Taxes, Other
1 - North/South Aprons 2 - Parking Lot 3 - Improvements							
Fire Station 6 Repairs	100,000						**Grants**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Real Time Crime Center (RTCC)	1,100,000	250,000					Grants, **Taxes**
2024 Legislative Appropriations		*650,000*					
Public Safety - Total Newly Funded Projects	**$ 833,492**	**$ 334,000**	**$ 230,000**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	199,026	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	348,895	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	37,598	400,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000	500,000	25,000	25,000	25,000	25,000	**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,053,519**	**$ 4,670,315**	**$ 218,400**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					

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Police Department Equipment							Grants
Technology Equipment							
2023 Legislative Appropriation		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement					5,165,000		Taxes, Grants
1 - Land Acquisition							
2 - Plan, Design, Construct, and FF&E							
3 - Demolition							
Downtown Public Safety Complex						57,000,000	Bonds, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 7,981,000**	**$ -**	**$ 334,000**	**$ 5,495,000**	**$ 66,270,000**	
Total Public Safety	**$ 3,317,011**	**$ 14,605,315**	**$ 948,400**	**$ 859,000**	**$ 6,020,000**	**$ 66,295,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
University Ave. Complete Street Improvements							
El Paseo Rd.							
Idaho Ave							
Lift Up Las Cruces - Street Improvements	595,000	600,000	600,000	600,000	600,000	600,000	**Grants**
Mesquite Historical District Renovations	1,025,000						**Grants**
Resiliency	3,000,000	1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	**Bonds**
University Ave. Complete Street Improvements-Design	520,000	480,000					**Grants**, Bonds, Taxes
Public Works - Total Newly Funded Projects	**$ 12,280,000**	**$ 3,600,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 3,600,000**	**$ 3,600,000**	
Public Works - Carryover Projects							
Amador Hotel	3,086,723	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	2,676,899						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,103	4,815,197					**TIDD,** Taxes
Hadley Ave.							
Organ Ave.							
Casa Linda Acres Reconstruction	3,634,760						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	177,390						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage	1,617,088		900,000	500,000	500,000	500,000	**Grants, Taxes**
2023 Legislative Appropriation		*550,000*					
GO Bonds - ARPA Funding	2,506,687						**ARPA**
GO Bond 2022 - New Fire Station	9,800,000						**Bond**
GO Bond 2022 - Parks Improvements	1,960,000						**Bond**
GO Bond 2022 - East Mesa Recreation Complex	4,900,000						**Bond**

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GO Bond Q1 - Park & Sport Field Improvements & Additions	45,517						GO Bonds, PIF
GO Bond Q2 - New Animal Shelter Facility	49,997						GO Bonds
GO Bond Q3 - New Fire Station No. 3 Building	29,164						GO Bonds
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions	7,065						GO Bonds
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997	1,000,000					Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,652						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,308,139						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,010,523						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements	1,236,959	850,000					Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	69,808						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	3,196,542						Bonds
Villa Mora Dam Park Study	612,588						Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	982,250						Bonds, Grants
Public Works - Total Carryover Projects	**$ 48,997,207**	**$ 10,903,103**	**$ 3,850,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap	5,115,779	350,000	350,000	350,000	350,000	350,000	Bonds, Taxes
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements EBID Drains & Laterals Land Acquisition Other Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works Flood Control Rights of Way East Mesa Other	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements Pavement Condition Index Improvements Pavement Overlays Pavement Replacement Pavement Treatment	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes

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Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	**Taxes**
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program Bataan Memorial at Rinconada	514,847	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program City Rights of Way Las Cruces Dam Ponds	95,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 23,395,589**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 29,984,750**	**$ 7,068,000**	**$ 8,723,200**	**$ 7,604,000**	**$ 7,369,400**	
Total Public Works	**$ 85,192,796**	**$ 56,657,853**	**$ 25,958,000**	**$ 26,963,200**	**$ 23,144,000**	**$ 23,159,400**	

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QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Frank O'Brien Papen Center - Dining Room Floor	35,000	47,140					Grants, Taxes
Museum of Nature and Science - Atrium Redesign	50,000	15,000					**Grants**, Taxes
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 295,000**	**$ 62,140**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Branigan Cultural Center Improvements	287,714	93,000	1,000,000	1,000,000	1,200,000		**Grants, Taxes**
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	1,545,489						**Grants**
2023 Legislative Appropriation		*1,636,200*					
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 3,192,501**	**$ 7,577,380**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles		30,000	280,000	280,000			Grants
2023 Legislative Appropriation		*310,000*					
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Benavidez Center Renovations			38,900				Bonds, Grants, Taxes
2023 Legislative Appropriation		*127,500*					
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,606,000**	**$ 3,898,800**	**$ 4,048,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 3,596,007**	**$ 10,545,520**	**$ 6,848,800**	**$ 5,348,800**	**$ 4,542,500**	**$ 40,911,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	22,110,608	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 22,110,608**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 22,185,608**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	214,152						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 590,152**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 590,152**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
JHWWTF Rehabilitation	15,111,385						**Bonds**
Wastewater SCADA	596,277	296,569	196,569	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 15,870,886**	**$ 1,765,588**	**$ 196,569**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000						**WWIF**
Wastewater Septic Systems	2,171,467	1,472,100	1,619,000				**Other, Bonds, Grant**
Water Rehabilitation - NMFA	34,941						**Loans**
Water Utilities Bond Projects 2020A	3,558,786	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 5,930,194**	**$ 6,411,251**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	468,323	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	112,444	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	2,150,425	1,044,223					**Other**
Gas SCADA	290,871	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	1,117,906	405,000	125,000	125,000	125,000	125,000	**Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater Building Improvements	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							
Wastewater JHWWTF	69,219	727,835					**Other**
Wastewater Lift Station Renovations	50,000	100,000	50,000	100,000	50,000	100,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	1,631,309						**Other**
Wastewater Street Utility Rehabilitation	2,133,558	3,465,381	400,000		400,000		**Other**
Water Building Improvements	245,333	475,000	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	823,106	1,126,230					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,367,011	3,565,500				**Other**
Water Rehabilitation - Street Utility Rehabilitation	3,071,605	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	89,277	689,214	669,461	50,000	30,000	50,000	**Other**
Utilities - Total Annual Projects	**$ 12,598,444**	**$ 41,879,268**	**$ 11,333,262**	**$ 2,112,341**	**$ 1,780,000**	**$ 1,550,000**	
Utilities - Future Projects							
Water Transite Pipe ID and replace		5,000,000					Grants
Water Well Buildings		1,800,000					Other
Water Booster Station		1,006,771					Other
Water Pump Station Well Rehab		481,040	2,709,364				Other
Water Rehabilitation - Pump Station Rehabilitation		377,800	100,000	100,000	100,000	100,000	Other
Water Rehabilitation - Pump PRV		324,000					Other
Gas Rehabilitation - Regulator Stations		223,658	2,012,923				Other
Wastewater Jacob Hands Wastewater Treatment Facility		100,000	100,000	100,000	100,000	100,000	Other
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		50,000	50,000	50,000	50,000	50,000	Other
Wastewater Development Lift Station Upgrades	$ -		100,000				WWIF
Utilities - Total Future Projects		**$ 9,463,269**	**$ 5,072,287**	**$ 250,000**	**$ 250,000**	**$ 250,000**	
Total Utilities	**$ 34,399,525**	**$ 59,519,376**	**$ 18,221,118**	**$ 2,392,341**	**$ 2,060,000**	**$ 1,830,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	75,000	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 40,776,184**	**$ 16,053,228**	**$ 12,784,069**	**$ 12,492,500**	**$ 4,792,500**	**$ 4,792,500**	
Total Carryover Projects	**$ 107,052,677**	**$ 44,961,975**	**$ 19,665,363**	**$ 9,800,000**	**$ 20,350,000**	**$ 9,950,000**	
Total Annual Projects	**$ 46,634,028**	**$ 58,500,768**	**$ 26,829,762**	**$ 17,879,041**	**$ 17,301,700**	**$ 16,926,700**	
Total Future Projects	**$ -**	**$ 127,566,015**	**$ 57,420,587**	**$ 38,846,500**	**$ 23,416,500**	**$ 131,525,400**	
GRAND TOTAL	**$ 194,462,889**	**$ 247,081,986**	**$ 116,699,781**	**$ 79,018,041**	**$ 65,860,700**	**$ 163,194,600**	

Abbreviations and Notes:
- Indicates a Change
- *Pending funding noted in italic*
- **Current funding sources noted in bold**

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
TIDD - *Tax Increment Development District*
WIF - *Water Impact Fees*
WWIF - *Wastewater Impact Fees*

CITY OF LAS CRUCES

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

Today's Date: 07/17/2023
Grant Team Representative: Crystal Silva
Application Submission Date:
Council Budget Adjustment Date: 08/21/2023
Requested Amount: $ 26,288.00
Amount of Award: $ 26,288.00
Award Notification Date:
Grant Agreement #:
Funding Agency: Department of Cultural Affairs, New Mexico State Library Division (NMSL)
Department of Information Technology, Office of Broadband Geo-spatial Initiatives (DoIT)
CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: FY23 NM State Library (NMSL) DoIT E-Rate Grant
Type of Funding: State 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
Grant Effective Date: 08/21/2023
Starting Fiscal Year of Grant: FY2023
Grant Reversion Date: 06/30/2025

Grant Scope of Work:

Provide public broadband access to libraries by implementing the Library Broadband Infrastructure Project for library broadband expansion and improvement throughout the State of New Mexico.

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

DEPARTMENT INFORMATION

Department: Quality of Life
Line of Business: Library
Program: Library
Project Manager: Shuly Serrano
Email: oserrano@lascruces.gov
Phone: 575-528-4024
MUNIS Dept. Number: 540

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*

Revenue: 2100-20254003-599200-Proj#24118
Expense: 2100-20254003-721080-Proj#24118

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #:
Project Code # 24118
Set-Up Date: 07/25/2023
Date to Accounting: 07/25/2023

Accounting Department Info: Josie Trevino

CITY OF LAS CRUCES

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

Today's Date: 04/02/2024
Grant Team Representative: Crystal Silva
Application Submission Date:
Council Budget Adjustment Date: 05/06/2024
Requested Amount: 659537
Grant Award Amount: $ 659,537.00
Award Notification Date: 03/20/2024
Grant Agreement #: A22G-5316
Funding Agency: State of New Mexico Aging and Long Term Services Department (NMALTSD)
Department of Information Technology, Office of Broadband Geo-spatial Initiatives (DoIT)
CFDA #:
Funder MUNIS CID #: 11

PROJECT INFORMATION

Grant Project Title: Robert P. Munson Senior Center Construction
Type of Funding: State Legislative Outlay
Type of Grant: Legislative Appropriation
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
Grant Effective Date: 01/17/2024
Grant Reversion Date: 06/30/2026
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

To plan, design, construct, equip and furnish the Robert P. Munson Senior Center in Las Cruces in Dona Ana County.

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

DEPARTMENT INFORMATION

Department: Public Works
Line of Business: 0255 - PUBLIC INFRASTRUCTURE
Program: 0255C - ARCHITECTURAL MGMT
Project Manager: SREEDEVI MOHANRAJ
Email: sbhathalam@lascruces.gov
Phone: 575-541-2538
MUNIS Dept. Number: 550

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Revenue: 4100-40255005-599200 - $659,537.00
Expenditure: 4100-40255005-801000 - $659,537.00

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #:
Project Code # 22316
Set-Up Date: 04/03/2024
Date to Accounting: 04/02/2024

Accounting Department Info:

CITY OF LAS CRUCES

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

Today's Date: 04/02/2024
Grant Team Representative: Crystal Silva
Application Submission Date:
Council Budget Adjustment Date: 05/06/2024
Requested Amount: $35,000.00
Grant Award Amount: $ 35,000.00
Award Notification Date:
Grant Agreement #: A22G-5315
Funding Agency: State of New Mexico Department of Aging and Long Term Services (NMALTSD)
Department of Information Technology, Office of Broadband Geo-spatial Initiatives (DoIT)
CFDA #:
Funder MUNIS CID #: 11

PROJECT INFORMATION

Grant Project Title: Frank O'Brien Papen Community Center Renovation
Type of Funding: State Legislative Outlay
Type of Grant: Legislative Appropriation
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
Grant Effective Date: 03/20/2024
Grant Reversion Date: 06/30/2026
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Renovations to the Frank O'Brien Papen Community Center in Las Cruces in Dona Ana County.

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

DEPARTMENT INFORMATION

Department: Public Works
Line of Business: 0255 - PUBLIC INFRASTRUCTURE
Program: 0255C - ARCHITECTURAL MGMT
Project Manager: SREEDEVI MOHANRAJ
Email: sbhathalam@lascruces.gov
Phone: 575-541-2538
MUNIS Dept. Number: 550

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Revenue: 4100-40255005-599200 - $35,000.00
Expenditure: 4100-40255005-801000 - $35,000.00

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #:
Project Code # 22315
Set-Up Date: 04/03/2024
Date to Accounting: 04/02/2024

Accounting Department Info:

CITY OF LAS CRUCES

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

Today's Date: 04/02/2024
Grant Team Representative: Gabriela Prats
Application Submission Date:
Council Budget Adjustment Date: 05/06/2024
Requested Amount: $110,000.00
Grant Award Amount: $ 110,000.00
Award Notification Date: 12/08/2023
Grant Agreement #: A22G-5317
Funding Agency: State of New Mexico Aging and Long-Term Services Department
Department of Information Technology, Office of Broadband Geo-spatial Initiatives (DoIT)
CFDA #:
Funder MUNIS CID #: 11

PROJECT INFORMATION

Grant Project Title: Robert P. Munson Senior Center - Vehicle
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: 0
Match Source: N/A
Grant Effective Date: 02/13/2024
Grant Reversion Date: 06/30/2026
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Purchase and equip two vehicles for the Senior Nutrition Congregate Meals Program located at the Robert P. Munson Senior Center. The vans transport food from the production kitchen to two of the catered meals sites.

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

DEPARTMENT INFORMATION

Department: Quality of Life
Line of Business: 0354 - Senior Programs
Program: 0354A - Senior Nutrition
Project Manager: Sonia Saldana
Email: ssaldana@lascruces.gov
Phone: 575-541-2464
MUNIS Dept. Number: 540

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Revenue: 2100-20354001-599200 - $110,000.00
Expense: 2100-20354001-807000 - $110,000.00

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 22317
Set-Up Date: 04/03/2024
Date to Accounting: 04/02/2024

Accounting Department Info:

ATTACHMENT "B"

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
CAPITAL FUND APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter the "Department" or "NMSL" and the Department of Information Technology, Office of Broadband Geospatial Initiatives, hereinafter DoIT" or "OBGI", and the City of Las Cruces, hereinafter called the "Grantee" on behalf of the Thomas Branigan Memorial Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, the 2019 New Mexico Legislature, through SB280, Section 32, Paragraph 6 made an appropriation to the Department of Information Technology for the purpose of implementing the Library Broadband Infrastructure Project for library broadband expansion and improvement throughout New Mexico; and,

WHEREAS, DoIT and the Department entered into a Memorandum of Understanding on October 30, 2019 for the purpose of implementing the Library Broadband Infrastructure Fund for broadband expansion; and,

WHEREAS, the Department who is part of the Broadband For Libraries Program ("BB4L") and serves as the Lead for the BB4L Program, is required to provide the necessary funding to implement the Project; and,

WHEREAS, pursuant to the Memorandum of Understanding and Section 9-27-27 NMSA 1978, OBGI shall serve as the Department's fiscal agent in support of the Broadband Infrastructure Fund; and,

WHEREAS, NMSA 1978, Section 18-2-4 (A)(9) directs the state librarian to make rules and regulations necessary to administer the division as provided by law, and NMSA 1978, Section 18-2-4(A)(2) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system; and,

WHEREAS the state librarian promulgated administrative rules to govern the distribution of special grants, which are compiled at Section 4.5.8.7(J) NMAC; ("Special Grants to Public Libraries"); and,

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8.7 (J) NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department of Cultural Affairs; 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, the Department has determined the amount of the Grant based on the criteria described in Rule 4.5.9.14 NMAC ("Transfer of Funds").

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Agenda Item #7-5
DocuSign Envelope ID: 297E53B6-6A69-41A3-BE6C-20F3F4DA260E

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:

Project No. 4686 for one million dollars ($1,000,000.00).

B. The Appropriation Reversion Date is: **30-JUN-2025**

C. The following text of NM SB 280 at Section 32, *signed by Governor Michelle Lujan-Grisham on April 5, 2019,* sets forth the appropriation to DoIT from the General Fund for fiscal years 2020 through 2025, contingent upon the execution of a Memorandum of Understanding with the Department for the use of the funds:

i. Department of Information Technology Projects – General Fund. – The following amounts are appropriated from the general fund to the department of information technology for expenditure in fiscal years 2019-2025, unless otherwise provided in Section 1 of this act or in the items below, for the following purposes:

ii. Paragraph 6, one million dollars ($1,000,000), for expenditure in fiscal years 2020 through 2025 to the library broadband infrastructure fund for expenditure by the department of information technology for library broadband expansion and improvement statewide, including assessments and contracts, contingent upon the execution of a memorandum of understanding for the use of the funds with the cultural affairs department.

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." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If 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, 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[1] Grantee (hereinafter referred to as "Notice of Obligation"), which shall not exceed the total sum of **$26,288**. This Grant Agreement and the disbursement of any and all amounts of the above referenced 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 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 Grantee's legal procurement 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 ;

(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 of the transaction, the Departments must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Departments may, in its discretion and unless inconsistent with New Mexico 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's submittal 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 as follows:

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 expenditures.

c. The Departments may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Departments to reimburse Grantee's expenditures made on or before

[1] "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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the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 1.

d. The date the Department sends, by mail or email, 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 begin work.

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. – *[this means no reimbursement for warranties, service contracts, maintenance contracts]*

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 and the Department hereby designates the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Cruces on behalf of the Thomas Branigan Memorial Library

Name(s): Susan Gonzales

Title: Grants Manager

Address: 700 N. Main Street, Las Cruces, NM 88001

Email: grants@las-cruces.org

Telephone: 575-541-2430

FAX: 575-541-2119

Department: New Mexico State Library
Name: New Mexico State Library
Attn: Eli Guinnee, State Librarian
Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
Email: eli.guinnee@dca.nm.gov
Telephone: 505-476-9762
FAX: 505-476-9761

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The Grantee and the Department agree that both parties shall send all notices, including written decisions, related to this Agreement to the above-named persons by facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 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, 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 Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by

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giving the Grantee written notice of such termination, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports

In order that the Department may adequately monitor Project activity in accordance with 4.5.9.15 (c) NMAC requiring the State Library to monitor special library programs, the Grantee shall submit upon request to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 3. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 3. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. 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 XI, 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

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ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.

(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.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Twenty (20) days from the end of the calendar quarter in which the Grantee incurred the expense, if total unreimbursed expenditures at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Ninety (90) days before the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if 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 so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(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 it 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 Conflict of Interest and 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 his/her 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 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 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 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 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 in the amount the Legislature appropriated in 2019. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, 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 or whether the appropriated amount of general bonds are sold 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 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 and agrees that Grantee shall include the following or a 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 Grant Agreement. Should there be an early termination of 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's 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.

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:

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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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE AND/OR FISCAL AGENT OF GRANTEE

Signature of Official with Authority to Bind Grantee

By: Ifo Pili
(Type or Print Name)

Its: City Manager
(Type or Print Title)

7/14/23
Date

DEPARTMENT OF CULTURAL AFFAIRS

DocuSigned by:
85394F22BAFF4AB...
By: Debra Garcia y Griego, DCA Cabinet Secretary

Reviewed for Legal Sufficiency,

DocuSigned by:
Max Dellavedo
C37EA62A2BDD428...
NMDCA Office of Legal Counsel

DocuSigned by:
Greg Geisler
98F5F2E583CC465...
Greg Geisler, DCA CFO/ASD Director

DocuSigned by:
55F31E9436424FA...
Eli Guinnee, State Librarian

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ATTACHMENT A

NMSA 1978, Section 18-2-4(A)(9) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(A)(2) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.9.12 through 4.5.9.15 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

4.5.9.12 GRANT GUIDELINES: When the state librarian identifies the need for state-wide coordination of a special library program and determines that sufficient funding is available, the state librarian shall issue a special grant announcement to all developing libraries and public libraries with grant guidelines. The grant guidelines shall include the following components:

A. Description of the special library program;
B. Grant application;
C. Application timeline;
D. Special library program's budget-planning worksheet;
E. Applicable rules and regulations; and
F. Selection criteria.

[4.5.9.12 NMAC - N, 7/1/2015]

4.5.9.13 SELECTION: A committee selected by the state librarian shall review special grant applications and award special grants based on the selection criteria specified in the grant guidelines.
[4.5.9.13 NMAC - N, 7/1/2015]

4.5.9.14 TRANSFER OF FUNDS: Special grants shall only transfer to the grant recipient after the grant recipient signs a contract, agreeing to the terms applicable to the applicable special library program. The state library will reimburse grant recipients for expenses documented in their state-library approved budget for the special library program.
[4.5.9.14 NMAC - N, 7/1/2015]

4.5.9.15 ACCOUNTABILITY:

A. Grant recipients shall account for special grants separately from other funds.
B. If a special grant includes federal funds, federal requirements for procurement and record retention shall apply.
C. The state library shall monitor special library programs.

[4.5.9.15 NMAC - N, 7/1/2015]

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 1

DATE: Click or tap to enter a date.

TO: Grantee Representative: City of Las Cruces

FROM: Department Representative: Richard Govea

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number (FCC Form 471 #): _____

As the designated representative of the Department for Grant Agreement number [A5110/A5111] 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:

Purchase Order for the Library: _____

Vendor or Contractor: _____

Third-Party Obligation Amount: _____

Termination Date: June 30, 2025

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.

A. Library Broadband Infrastructure Fund Grant Amount:

B. The total amount of all previously issued Notices of Obligations:

C. Available balance as of this date (A-B=C)

Department Representative: Richard Govea

Title: Broadband Program Manager

Signature: _____

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT - Library Broadband Infrastruture Fund (LBIF)
Request for Payment Form
Exhibit 2

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing Address, including Suite, if applicable
_____
City State Zip
C. Phone No: _____
D. Grant No: A19D2731-471 <input_no>
E. Project Title: Library Broadband Infrastructure Fund
F. Grant Expiration Date: 6/30/2023

II. Payment Computation

A. Grant Amount: $0.00
B. AIPP Amount (If Applicable) $0.00
C. Funds Requested to Date: $0.00
D. Amount Requested this Payment: $0.00
E. Grant Balance: $0.00
F. ☐ GF ☐ GOB ☑ LBIF
G. Payment Request No. 0

III. Fiscal Year Expenditure Period Ending: (check one) (Jan-Jun) ☐ (Jul-Dec) ☐ Fiscal Year _____

IV. 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 /Agent of Non Profit, Town, City, County or Tribe

Printed Name
Date: _____

OR

Grantee Representative (Can be Library Director)

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED before me on this _____day of _____, 20____

Notary Public _____
My Commission expires _____

SWORN TO AND SUBSCRIBED before me on this _____day of _____, 20____

** NOTARY NOT REQUIRED

Notary Public _____
My Commission expires _____

(Department Use Only)

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

Division Fiscal Officer Date	Division Project Manager Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	I certify that the Grantee records and related appropriation laws agree with the above submitted information.

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 3

☐PERIODIC REPORT ☐FINAL REPORT

Grantee: _____

Project Number (FCC Form 471 #): _____ Reporting Period:

1. Please provide a detailed status of project referenced above.

A. *Third Party Obligations*
Purchase Order or Contract #: SONM PO

Name of Contractor or Vendor: _____

Amount of Third-Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. *Project Phase*
☐Plan/Design ☐Bid Documents ☐Broadband Equipment ☒Broadband Funds 2021-2025
(Check phases completed)

2. Grant Amount adjusted for USAC Subsidy/Discount: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: NA

☐ PERIODIC REPORT
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

Signature: Jaquelin Rubalcava
Email: jrubalcava@las-cruces.org

Signature: Carol A. Brey
Carol A. Brey (Jul 11, 2023 08:50 MDT)
Email: cbrey@las-cruces.org

FY23 E-Rate CM Memo Unsigned

Final Audit Report 2023-07-11

Created:	2023-06-13
By:	Crystal Silva (csilva@las-cruces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACxkYuA2mR3gM-S5yALo1_ZrRqPnYqFUZ

"FY23 E-Rate CM Memo Unsigned" History

Document created by Crystal Silva (csilva@las-cruces.org)
2023-06-13 - 7:17:39 PM GMT

Document emailed to Jacqueline Rubalcava (jrubalcava@las-cruces.org) for signature
2023-06-13 - 7:18:47 PM GMT

Email viewed by Jacqueline Rubalcava (jrubalcava@las-cruces.org)
2023-06-27 - 5:08:32 PM GMT

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Signer cbrey@las-cruces.org entered name at signing as Carol A. Brey
2023-07-11 - 2:50:10 PM GMT

Document e-signed by Carol A. Brey (cbrey@las-cruces.org)
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Adobe Acrobat Sign

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17th day of January, 2024, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "abbreviation for state agency", and 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 2022, Chapter 55, Section 10, Paragraph 17, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5316 $666,199.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 17, six hundred sixty six thousand, one hundred ninety nine dollars even, ($666,199.00), to plan, design, construct, equip and furnish the Robert P. Munson senior center in Las Cruces in Dona Ana county.

The Grantee's total reimbursements shall not exceed six hundred sixty six thousand, one hundred ninety nine dollars ($666,199.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ($6,662.00)[1], if applicable, six thousand six hundred sixty two dollars, which equals six hundred fifty nine thousand, five hundred thirty seven dollars ($659,537.00).

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.

[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.

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." 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[2] 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

[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.

(vi) 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. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

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 below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Sonia Saldana
Title:	Project Manager
Address:	700 N Main St. Las Cruces, NM 88001
Email:	ssaldana@lascruces.gov
Telephone:	575-541-2464

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: Cynthia Alamillo
Title: Interim Grants Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: calamillo@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: Aging and Long-Term Services Department
Name: Roxanne Lucero/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: roxanne.lucero@altsd.nm.gov /elizabeth.chavez@altsd.nm.gov
Telephone: 505-487-3730 / 505-365-3804

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 (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) 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 shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 attached hereto as Exhibit 1. 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 acceptance 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 Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The 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 Las Cruces or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the 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 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

Signature of Official with Authority to Bind Grantee

City of Las Cruces
Entity Name

By: Ifo Pili
(Type or Print Name)

Its: City Manager
(Type or Print Title)

01/09/24
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

1/17/2024
Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the last day of the month)

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

1 of 1

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #___

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
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: _____

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.

OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

The City of Las Cruces has no special conditions imposed on the release of the grant. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** City of Las Cruces
2. **Project Title:** ROBERT P. MUNSON SENIOR CTR-CONSTRUCT
3. **Grant Agreement Number:** A22G-5316

4. **Background Narrative:**

Munson is the largest of all the City's senior centers, serving an average of 395 seniors per day, pre-pandemic, however in FY 2021 there were 195/day and through April 2022 the average per day is only 83 for FY2022 onsite. Services are provided through a wide array of nutrition, fitness, recreation, and social programs. The seniors are choosing other options for service post-pandemic. Munson provides the congregate meals for both the East Mesa Senior Center/Sage Café and the Papen Center, as well as grab and go meals provided at those two facilities, making the total meals prepared at Munson an average of 322 for FY2022 through April 2022. Adding a dedicated space for fitness and recreation will allow Senior Programs to serve an increased number of participants in appropriate fitness, aerobics, core exercise, free weight, dancing, tai-chi, balance and fall prevention, and other classes essential for the health and well-being of seniors. A limited selection of these classes is currently held in the dining hall but due to space and time limitations, classes can only be offered before 9am or after 2pm. This is due to the daily set-up and tear down of tables and chairs for congregate meals. This set-up/tear-down costs approximately $10,650 annually in staff time, adds undue wear and tear on the dining hall floor and equipment, increases maintenance costs, and increases the potential for hazards and contamination. Pre-COVID shutdown, there were 153 seniors participating daily in limited fitness class offerings at Munson Center, and it is expected that number will increase by at least 50 percent in the first year after the addition is complete. Munson Center is currently not offering any fitness classes due to provide additional sanitization in the dining room.

The limited fitness class times also prohibit many participants who arrive by public transportation from participating in classes. The space limitations in the dining hall mean many seniors that would like to participate cannot. The daily set-up and tear-down impacts the fitness class hours, which are limited to early mornings or late afternoons; and congregate meal participants often must wait elsewhere for lunch, until set-up is complete. The need for a dedicated space and substantially more fitness and recreation offerings has been an urgent need identified by seniors during public input and feedback sessions. This expansion will enable more seniors to participate in additional fitness and recreation classes, especially those limited by public transportation and those arriving for congregate meals. Growing the number of classes, activities, and services is proven to increase the social connectivity and quality of life of seniors, particularly those that live alone. It would also enable those seniors ages 50 to 60 years old, that do not qualify for congregate meals, to participate in classes and activities while meals are served and possibly on their lunch breaks from jobs around the community; making Munson a part of the lives of young seniors before they have need of the other services offered by Senior Program.

Additionally, the building serves as an important emergency facility, providing heating and cooling shelters for the entire community during weather crises – and the expansion would provide an invaluable space for housing seniors and other vulnerable groups should such a need arise. During the pandemic, it was clear that more space to social distant seniors during classes, activities, and meals is a need that in general can provide a healthier environment to engage in programming. Indeed, many seniors continue to be the most vulnerable population at risk for infection

of the COVID variants, as well as other infectious diseases. New service provisions were started during the COVID shutdown that may be continued as they provide enhanced service options to seniors.

5. Work Plan:

The City is requesting the remaining funding necessary to complete the 4,500 sq. ft. addition to the Munson Senior Center. The expansion will provide a dedicated exercise room with fitness equipment, padded flooring, bathrooms with ADA-compliant showers, and an area for group fitness classes. Fitness classes are currently held in the dining hall which limits instruction hours, class sizes, and types of activities. The new addition will allow for an expanded fitness and training session offerings and provide seniors with access to skill-appropriate fitness equipment. The goal is to enhance the services for seniors currently attending the center, and to partner with community organizations, medical facilities, and other groups serving seniors to offer fitness classes, recreation programs, fall prevention and stability courses, balance improvement activities, and home safety education. Our strategic objective is to substantially increase the health and well-being of seniors through increased fitness class offerings.

The expansion will be a design/build project with the planning and design phase led by a contracted architectural firm who will gather community input through meetings, surveys, staff recommendations, and participant feedback to develop schematic designs for review before construction commences. The design phase will begin in fall 2022, with the initial capital outlay funding, and take approximately eight months to complete. As the design nears 80% complete, the City will begin the Request for Proposal (RFP) process to contract with a construction firm. The RFP and contract approval process takes approximately four months. Because sufficient funding is unavailable, and the recent capital outlay agreement (assuming the passage of the bond vote in November 2022) is not expected until fall of 2023, the RFP will have to be phased. Construction will begin with site preparation to include the removal of exterior infrastructure and landscaping in the construction area. Construction of the new addition will take approximately 15 months. Project close-out, including equipment instillation and furnishings will take an additional three months. The expansion is anticipated to be completed within a two-year period.

The building expansion construction will include all required utility and exterior lighting relocations, site preparation, and the addition of 4,500 square feet of space that includes VCT floors, ceiling tiles, LED lighting, audio-visual equipment, security cameras, fire suppression sprinklers, fire alarms, drywall, paint, doors and hardware, ADA-compliant restrooms with showers, a thermoplastic polyolefin (TPO) roof system, and an additional HVAC system. All required fixtures and equipment will be installed. New concrete sidewalks, landscaping and parking improvements will be installed per City Code. The new expansion will include a nearly 3,000 sq. ft. group fitness classroom; an 850 sq. ft. exercise area with treadmills, stationary bikes, and free weights; and ADA-compliant restrooms with showers. The building will continue to be occupied during the construction to provide meals and activities as appropriate, while ensuring the safety of seniors. Senior Programs does not anticipate any disruption to current activities as the new addition is located on the south side of the building and will be built off the existing office and staff meeting space.

6. Budget Detail:

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**

Architect/Engineer		
Construction		$629,537.01
Renovation		$30,000.00
Improvements for Code Compliance		
Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Meals Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
Totals		**$659,537.01**

7. Performance Measures:

The City Manager, Ifo Pili, is the authorized signer for all grant agreements. Mr. Pili, oversees the Public Works Director, David Sedillo, who heads a professional team of 50 employees, including several licensed engineers and design professionals. Public Works' Property & Construction Management section will oversee Munson expansion design work, which will be contracted to an experienced, external architectural firm. The firm will garner senior and community input through public meetings, solicitate staff feedback, prepare schematic designs for approval, and complete design and construction drawings sufficient to solicit an RFP for construction. Assuming sufficient funding is secured, an RFP will be issued, and a construction firm chosen who will manage demolition, construction, and the installation of fixtures, furnishings, and equipment. Additionally, the City's Finance Department will oversee accounting and purchasing functions, the Legal Department will provide contract oversight, the Office of Management and Budget's Grants Administration Office will help administer the grant funds for the project, all helping to ensure the project is on time and on budget.

8. Results Expected:

Senior Programs will no longer be limited in providing critical physical fitness classes and recreation programs to seniors in the community. Las Cruces seniors will no longer classes be subjected to limited access or limited hours of classes. Once construction is completed, citizens will realize the increased class offerings demanded in public input sessions, and the City will continue to incur set-up/tear-down, and wear and tear costs associated with sharing the dining hall. As noted earlier, pre-COVID number of participants exceed 150 per day, and that number will return and increase by at least 50 percent in the first year after the addition is complete.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

Expected date City receives fully executed agreement	December 29, 2023
RFP/Quotes Secured	January 2024
Bid Closing	March 2024
Bid Award to Contractor/Vendor	May-June 2024
Choose the appropriate project-type from below:	***Type the number of months appropriate to the project-type:***
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	June 2024-September 2025
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	October-December 2025
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	February 2025

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: ssaldana@lascruces.gov>
Phone: 575-541-2464

Name: Cynthia Alamillo
Title: Interim Grants Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: calamillo@lascruces.gov>
Phone: 575-541-2430

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO
DEPARTMENT OF AGING AND LONG-TERM SERVICES
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 20th day of March, 2024, by and between the Department of Aging & Long-Term Services, hereinafter called the "Department" or abbreviation such as "ALTSD", 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 2022, Chapter 55, Section 10, Paragraph 16 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5315 $35,000 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 16, thirty-five thousand dollars ($35,000.00), for renovations to the Frank O'Brien Papen community center in Las Cruces in Dona Ana county.

The Grantee's total reimbursements shall not exceed thirty-five thousand dollars ($35,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("$0")[1], if applicable, zero dollars, which equals thirty-five thousand dollars ($35,000.00).

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.

[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.

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: "Optional 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[2] 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'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

[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.

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. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
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 below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Ifo Pili
Title: City Manager
Address: P.O. Box 20000, Las Cruces, NM 88004
Email: grants@lascruces.gov
Telephone: (575) 541-2000

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: Leeann Demouche
Title: Chief Financial Officer
Address: P.O. Box 20000 Las Cruces, NM 88004
Email: ldemouche@lascruces.gov
Telephone: 575-541-2080

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

Department: Aging & Long-Term Services Department
Name: Sarah Jacobs
Title: Deputy Secretary
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: Sarah.Jacobs@altsd.nm.gov
Telephone: 505-303-8684

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 (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) 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 shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 attached hereto as Exhibit 1. 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 acceptance 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 ~~a~~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 Deming may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Deming'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 Deming or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Deming 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 Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Deming 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 Deming 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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

Signature of Official with Authority to Bind Grantee

City of Las Cruces
Entity Name

By: Ifo Pili
(Type or Print Name)

Its: City Manager
(Type or Print Title)

3/18/24
Date

Aging and Long-Term Services Department

By:

Its: Cabinet Secretary or Designee

3/20/2024
Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount (if applicable) _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # 1

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
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: _____

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.

OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

The City of Las Cruces has no special conditions imposed on the release of the grant. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:**
   City of Las Cruces

2. **Project Title:**
   FRANK O'BRIEN PAPEN COMMUNITY CTR-REN

3. **Grant Agreement Number:**
   A22G-5315

4. **Background Narrative**:

   The Frank O'Brien Papen Community Center (Papen Center) serves more than 11,000 congregate meals to eligible local seniors per year and more than 16,000 seniors participate in recreational, social, and informational programming each year. More than 250 volunteers contribute their skills and time to ensure the facility provides high-quality services. At 114 years old, the Papen Center is a historic building and has several original features. Upon inspection of the site, the proposed project's Subject Matter Expert in the City of Las Cruces' Public Works Department suspects that the flooring in the center is original and may contain hazardous materials, such as asbestos, in addition to the flooring having met its useful life.

5. **Work Plan**:

   The City of Las Cruces requests $35,000 in funds to test, remove, dispose, purchase, and install flooring at the Papen Center. The City's Subject Matter Expert in the Public Works Department has determined that the current flooring has met its useful life. They also have concerns that the flooring may be original and will need to be tested for hazardous materials and abated as necessary prior to being replaced. The goals of this project are to remove hazards from the Papen Center dining room floor and to ensure the program can continue to provide high-quality services to seniors in a safe, healthy environment. To achieve these goals, the City will first bring the grant award before City Council to accept the funding. Upon award execution, the City's Public Works Department then will issue a bid to identify a qualified vendor to conduct the testing, appropriate removal, and replacement of the flooring. The City's Purchasing code will be followed, and a bid process will be conducted. Once a vendor is secured and a project management meeting is scheduled, the work is expected to require up to six months to complete.

6. **Budget Detail**:

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		$35,000.00
Renovation		
Improvements for Code Compliance		
Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Meals Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Vehicle Purchase		

Other Costs (specify) **Delivery/Install**		
AIPP (if applicable)		
Totals		**$35,000.00**

7. Performance Measures:

The project will test and remove hazardous materials from the dining room floor. The current flooring will be replaced, mitigating exposure to hazardous substances, and resolving tripping hazards, ensuring a safe and healthy dining area for seniors.

8. Results Expected:

All City funding is ultimately overseen by City Manager Ifo Pili. Mr. Pili directly supervises Public Works Director, David Sedillo, who heads a professional team of 50 employees, including several licensed engineers and design professionals. The testing, removal, and installation of flooring will be contracted to a qualified, experienced vendor to be identified via a competitive bid. The bid process will be overseen by Public Works staff with direction from the City's Purchasing Office and input from Senior Programs staff in the Quality of Life Department. Once a vendor is selected, the Public Works' Construction Management section will oversee the project, ensuring testing, removal, abatement, replacement, and installation of flooring occurs according to schedule. The City's Finance Department will oversee accounting and purchasing functions, the Legal Department will provide contract oversight, and the Office of Management and Budget's Grants Administration Office will help administer the grant funds for the project. The City's Grants Administration Office will assist with the administration of the grant, including convening the departments involved with the project to review expenditures, discuss projections, and troubleshoot any issues throughout the grant cycle. The City's Finance Department will ensure all reporting requirements are met for the project. Once the project is completed, Senior Programs will continue meal service and other operations at the Papen Center, ensuring the safety of seniors. Facilities staff will provide ongoing maintenance and janitorial services to maximize the useful life of the newly installed flooring.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

Expected date City receives fully executed agreement	February 2024
Expected date City process the agreement	March 2024
RFP/Quotes Secured	April 2024
Bid Closing	May 2024
Bid Award to Contractor/Vendor	June 2024
Choose the appropriate project-type from below:	***Type the number of months appropriate to the project-type:***
Meals Equipment – Purchase and Install	

Equipment - Purchase and Install	
Construction	July – November 2024
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	November 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: ssaldana@lascruces.gov>
Phone: 575-541-2464

Name: Gabriela Prats
Title: Grant Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: grants@lascruces.gov
Phone: 575-541-2430

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 13th day of February, 2024, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "abbreviation for state agency", and 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 2022, Chapter 55, Section 10, Paragraph 18, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5317 $110,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 18, one hundred ten thousand dollars, ($110,000.00), to purchase and equip vehicles for the Robert P. Munson senior center in Las Cruces in Dona Ana county;

The Grantee's total reimbursements shall not exceed one hundred ten thousand dollars ($110,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ($ .00)[1], if applicable, zero dollars, one hundred ten thousand dollars ($110,000.00).

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.

[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.

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." 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[2] 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'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

[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.

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. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

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 below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ifo Pili
Title:	City Manager
Address:	P.O. Box 20000, Las Cruces, NM 88004, Las Cruces, NM 88004
Email:	grants@lascruces.gov
Telephone:	575-541-2000

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: Leeann Demouche
Title: Chief Financial Officer
Address: P.O. Box 20000, Las Cruces, NM 88004
Email: ldemouche@lascruces.gov
Telephone: 575-541-2080

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

Department: Aging and Long-Term Services Department
Name: Roxanne Lucero/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: roxanne.lucero@altsd.nm.gov /elizabeth.chavez@altsd.nm.gov
Telephone: 505-487-3730 / 505-365-3804

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 (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) 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 shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 attached hereto as Exhibit 1. 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 acceptance 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 Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The 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 Las Cruces or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the 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 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

Signature of Official with Authority to Bind Grantee

City of Las Cruces
Entity Name

By: Ifo Pili
(Type or Print Name)

Its: City Manager
(Type or Print Title)

2/7/24
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

2/13/2024
Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee #___

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
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: _____

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.

OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

The City of Las Cruces has no special conditions imposed on the release of the grant. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** City of Las Cruces
2. **Project Title:** ROBERT P. MUNSON SENIOR CTR-VEH,
3. **Grant Agreement Number:** A22G-5317

4. **Background Narrative:**

The Robert P. Munson Center (Munson Center) is the largest of the City of Las Cruces' five senior centers, serving an average of 395 seniors per day onsite through a wide array of nutrition, fitness, recreation, and social programs. A central role of the Munson Center is as the production kitchen for meals served not only at the center, but also at two of the City's catered-meal sites, including the Frank O'Brien Papen Center and the Sage Senior Center. An additional 108 meals are served to seniors at these two locations. Senior Programs at the Munson Center transport meals from Munson Center to the two catered-meal sites. It is critical to sanitation and safety that hot and cold foods are kept at optimal temperatures to ensure senior clients are served healthy, nutritious meals. Currently, staff relies on two 2005 Chevrolet Astro vans for this function. These vehicles are now 16 years old, past the useful life. Furthermore, the vans do not have the equipment installed to adequately maintain optimal temperatures of hot and cold foods. Staff must utilize various coolers and warming devices to ensure food maintains safe temperatures.

5. **Work Plan:**

This project requests $110,000 to purchase and equip two nutrition vehicles for the Senior Nutrition Congregate Meals Program. The vehicles will replace two 16-year-old vans currently used by Senior Nutrition to transport food from the production kitchen to two of the catered meal sites. The goals of this project are to replace significantly old vehicles being used for meal transport with new, fully-equipped temperature-controlled nutrition vehicles and to ensure the program can continue to provide seniors at the City's catered-meal sites with safe and healthy meals that adhere to strict sanitation standards. To achieve these goals, the City will first bring the grant award before City Council to accept funding. Specification for the vehicles will be prepared by the Fleet Department in conjunction with Senior Programs Staff. The City's Purchasing code will be followed and either quoted or requests for proposals will be conducted, with guidance from the Purchasing Department and input from Senior Programs. Following the selection of the vendor, the requisition for vehicles will be completed by Fleet. Fleet will also manage the initial purchase of the vehicles with input from Senior Programs, which should be completed within six months of the grant agreement acceptance. As the nutrition vehicles need to be customized with temperature control equipment, delivery should take place within 12 months of award execution. Fleet will continue to maintain the vehicles, but they will be used on a daily basis by Senior Programs staff for meal transport. Both vehicles will be parked at the Munson Center parking lot after daily use.

6. **Budget Detail:**

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Meals Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Vehicle Purchase		$110,000.00
Other Costs (specify)		
AIPP (if applicable)		
Totals		**$110,000.00**

7. **Performance Measures:**

All funding for the City of Las Cruces is ultimately overseen by City Manager, Ifo Pili. The City's Fleet Department manages the specification, purchasing, inventorying, and ongoing maintenance of all City-owned vehicles. The Fleet Department will consult with Senior Programs staff to ensure specification of vehicles meet the needs of the program. With input from the City's Purchasing Department, Fleet will manage the procurement of the vehicle according to the City's Purchasing Code. Once the vendor is identified and the vehicles are purchased, Senior Programs staff will utilize the vehicles. The City's Grants Administration Office will assist with the administration of the grant, including convening the departments involved with the project to review expenditures, discuss projections, and troubleshoot any issues throughout the grant cycle. The City's Finance Department will ensure all reporting requirements are met for the project. Fleet will conduct routine checks of the vehicles and regular repairs to maximize their useful life.

8. **Results Expected:**

Currently, Senior Programs has not identified any other capital funding sources to support this project. This funding will allow Senior Programs staff to discontinue the use of vehicles that are past their useful life cycle and that are not equipped with built-in temperature control feature to deliver hot and cold meals from the production kitchen to the catered meal sites. This will allow Senior Programs to more quickly, efficiently, and safely deliver meals.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

Expected date City receives fully executed agreement	December 29, 2023
RFP/Quotes Secured	January 2024
Bid Closing	February 2024
Bid Award to Contractor/Vendor	March 2024
Choose the appropriate project-type from below:	***Type the number of months appropriate to the project-type:***
Meals Equipment – Purchase and Install	April-May 2024
Equipment - Purchase and Install	n/a
Construction	n/a
Renovation	n/a
Code Compliance projects	n/a
Vehicles – Purchase and Equip	January-March 2024
Project Completion & Review	June 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	July 2024

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: ssaldana@lascruces.gov
Phone: 575-541-2464

Name: Gabriela M. Prats
Title: Grants Manager
Address: P.O. Box 20000 Las Cruces, NM 88004
Email: gprats@lascruces.gov
Phone: 575-541-2430

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Signature: Gabriela M. Prats

Email: gprats@lascruces.gov

Signature: Joaquelin Rubalcava

Email: jrubalcava@lascruces.gov

Signature: Carol A. Brey
Carol A. Brey (Jan 31, 2024 11:48 MST)

Email: cbrey@las-cruces.org

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	NM-2024-005-00
Temporary Application Number	1580-2023-2
Award Name	City of Las Cruces RoadRUNNER Transit (1580) Section 5307 Operating Assistance, Paratransit Vehicles, and Capital Equipment for the Las Cruces UZA
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	2/23/2024		
Original Period of Performance End Date	12/1/2026		
Current Period of Performance End Date	12/1/2026	Revision #: 0	Approved?: Yes

Budget Period Start Date	2/23/2024
Budget Period End Date	12/1/2026

Part 1: Recipient Information

Name: CITY OF LAS CRUCES

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1580	City	CITY OF LAS CRUCES	J3ZLWA2K1X47	077609279

Location Type	Address	City	State	Zip
Headquarters	700 N MAIN ST	LAS CRUCES	NM	88001
Physical Address	700 N MAIN ST # 3134	LAS CRUCES	NM	88001
Mailing Address	PO BOX 20000	LAS CRUCES	NM	88004

Union Information

Union Name	UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC
Address 1	632 N Almendra Street
Address 2	
City	Las Cruces
State	NM
Zipcode	88001
Contact Name	Eric Quiz
Telephone	(575) 202-2771
Fax	
E-mail	equiz79@gmail.com
Website	

Part 2: Award Information

Title: City of Las Cruces RoadRUNNER Transit (1580) Section 5307 Operating Assistance, Paratransit Vehicles, and Capital Equipment for the Las Cruces UZA

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2024-005-00	Active (Executed)	Grant	Region 6	7/17/2023	7/17/2023	No

Award Executive Summary
This grant uses the FFY 2023 Section 5307 apportioned to the Las Cruces NM UZA in the amount of $ 3,046,508. The nonfederal share is $2,848,508 from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, Vehicle Acquisition Fund, and Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of New Mexico).

Activities include funding 50% of eligible operating costs up to $2,802,508 federal share, from July 2023 through approximately June 2024 to include: personnel expenses such as wages, salaries and benefits, The only operational contracting opportunities using federal funds will be for fuel and contracted security services. Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 20, 2024, will continue to be expended on eligible operating expenses in the first few months of the City's FY2025, which starts July 1, 2024.

This grant will also fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total $240,000, $204,000 grant, $36,000 local match). In executing this grant, the City agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C) regarding the phased increase in domestic content under the Buy America statute for rolling stock. As Grant Agreement includes an FTA-funded transit vehicle purchase, the City agrees to comply with the related requirements set forth in 49 CFR 26.49(a). Specifically, The City ensures as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, that each transit vehicle

manufacturer certified that it complied with DOT requirements for submitting a DBE program and goal to FTA prior to bidding. The City is also required to submit the name of the successful bidder and the total dollar value of the contract within 30 days of making an FTA- assisted transit vehicle award using the required FTA reporting tool. The City understands that failure to comply with these requirements may result in formal enforcement action or appropriate sanction as determined by FTA, including reimbursement of FTA funds used for the vehicle procurement. By executing this grant, the City certifies that projects funded in this grant are included in the 2022 TAM plan investment prioritization section.

With this grant the City will also procure one (1) replacement staff vehicle (Total $50,000, $40,000 grant, $10,000 local match). This vehicle will primarily be used for bringing drivers to change-outs on route. These capital purchases will involve contracting opportunities. The City certifies that projects funded in this grant are included in the 2022 TAM plan investment prioritization section.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's RoadRUNNER Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours.

This application will use pre-award authority as some operating expenses incurred after July 1 ,2023 may be applied to this grant.

The suballocation letter from the New Mexico DOT to FTA is attached to this application. Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this award is to provide 1 year of operating assistance for the City of Las Cruces RoadRUNNER transit system to assist it in fixed route transit operations during the for period of 7/01/ 2023 to 6/30/2024; to acquire two (2) fully ADA-accessible replacement paratransit vehicles; and, to acquire a replacement staff van. All vehicles have met their Useful Life Benchmark (ULB) per the City's Transit Asset Management Plan.

Activities to be performed:
Operating funds will be used to cover all eligible operating expenses such as transit employee salaries, fuel utilities, business travel, and operational supplies. Capital funds will purchase two (2) replacement paratransit vehicles and a replacement staff van.

Expected outcomes:
This funding will permit RoadRUNNER Transit to continue to provide fixed-route and demand-response transit operations during the period from July 1, 2023 to approximately June 30, 2024. This grant will also help to ensure that vehicles in the transit fleet that have met their useful life will continue to be replaced in a timely manner to ensure an ongoing reliable fleet.

Intended beneficiaries:
Intended beneficiaries are residents, visitors, local businesses, and major educational institutions will benefit from well-supported, reliable, and on-going fixed route and demand response transit services, including reliable vehicles. Transit staff will benefit by ensuring vehicles for paratransit and staff use remain reliable and capable of efficiently conducting operations.

Subrecipient Activities:
N/A - there are no subrecipients.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	tony.ogboli@dot.gov	Community Planner		
	layana.george@dot.gov	General Engineer		
Michael	Bartholomew	City Transit Director	mbartholomew@las-cruces.org	(575) 541-2537

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,046,508
Local			$2,848,508
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,895,016**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-005-01-00	111-00 (111-A3)	BUS - ROLLING STOCK	$204,000.00	$36,000.00	$240,000.00	2
NM-2024-005-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS	$204,000.00	$36,000.00	$240,000.00	2
NM-2024-005-01-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$40,000.00	$10,000.00	$50,000.00	1
NM-2024-005-01-00	11.42.11	ACQUIRE - SUPPORT VEHICLES	$40,000.00	$10,000.00	$50,000.00	1
NM-2024-005-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$2,802,508.00	$2,802,508.00	$5,605,016.00	0
NM-2024-005-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$2,802,508.00	$2,802,508.00	$5,605,016.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount

NM-90-X202	NM-2024-005-01-00	BUS - ROLLING STOCK	111-00 (111)	A3	350000	New Mexico	2023.2J.90.91.2	00	Urbanized Area Formula Grants	$204,000	$204,000
NM-90-X202	NM-2024-005-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	350000	New Mexico	2023.2J.90.91.2	00	Urbanized Area Formula Grants	$40,000	$40,000
NM-90-X202	NM-2024-005-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	350000	New Mexico	2023.2J.90.91.2	04	Urbanized Area Formula Grants	$2,802,508	$2,802,508

Part 3: Project Information

Project Title: FY2023 Section 5307 City of Las Cruces RoadRUNNER Transit Operations Funding. Paratransit Vehicle Procurements, and Staff Vehicle Procurement.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2024-005-01-00	1580-2023-2-P1	7/19/2023	7/1/2023	6/2/2025

Project Description
There are three (3) activities to be accomplished with this award.

1. Funding for 50% of eligible operating costs up to $2,802,508 federal share, from July 1, 2023, through approximately June 30, 2024, to include: personnel expenses such as wages, salaries and benefits, Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for fuel and contracted security services. City match funding will be used for all other competitive contracts. Any operating fund not expended by June 30, 2024, will be applied to eligible operating expenses in the first few months of the City FY2025 which begins July 1, 2024.

2. This grant will also fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total $240,000, $204,000 grant, $36,000 local match). The vehicles being replaced are a year 2010 gasoline cut-away on a Ford E-450 chassis with 162,353 miles and a year 2012 gasoline cutaway on a Ford E-350 chassis with 197,755 miles. These two vehicles were classed as having a ULB of 10 years per the City's Transit Asset Management Plan and have exceeded that benchmark. They are becoming very expensive to maintain. The vehicles that are past their ULB will be replaced with similar type vehicle. The City will first explore whether these vehicles can be procured on a compliant state contract, if not, requests for bid will be issued.

3. This grant the City will also fund 80% of one (1) replacement staff vehicle (Total $50,000, $40,000 grant, $10,000 local match). This vehicle will primarily be used for bringing drivers to change-outs on route. The vehicle being replaced is a 2002 Ford Venture van with 95,051 miles. This vehicle, per the City's TAM plan has a useful life of 14 years. This vehicle has exceeded its ULB by 8 years and is getting expensive to repair. The City certifies that projects funded in this grant are included in the 2022 TAM plan investment prioritization section. The replace vehicles will be of a similar style and perform a similar function and will have a ULB also of 14 years.

Project Benefits
This project benefits residents, visitors, local businesses, and major educational institutions who will benefit from well-supported, reliable, and on-going fixed route and demand response transit services, including reliable vehicles. Transit staff will benefit by ensuring vehicles for paratransit and staff use

remain reliable and capable of efficiently conducting operations. The replacement of vehicles will also meet the City's State of Good Repair goals in its Asset Management Plan.

Additional Information
N/A

Location Description
City services will be provided in the Las Cruces NM urbanized area. Las Cruces is located in Dona Ana County NM. The urbanized area includes the town of Mesilla and the New Mexico State University campus (University Park CDP), the Village of Dona Ana CDP, and parts of Dona Ana County.

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353520	Las Cruces, NM

Congressional District Information

District	State
2	New Mexico

Program Plan Information

STIP/TIP
Date: 7/19/2023
Description: Screenshots of New Mexico eSTIP showing planned Section 5307 funding operations spending in project TL00100, revenue rolling stock, and capital equipment.

UPWP
Date: Not Provided
Description: N/A

Long Range Plan
Date: Not Provided
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,046,508
Local			$2,848,508
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,895,016**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-005-01-00	111-00 (111-A3)	BUS - ROLLING STOCK	$204,000.00	$36,000.00	$240,000.00	2
NM-2024-005-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS	$204,000.00	$36,000.00	$240,000.00	2
NM-2024-005-01-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$40,000.00	$10,000.00	$50,000.00	1
NM-2024-005-01-00	11.42.11	ACQUIRE - SUPPORT VEHICLES	$40,000.00	$10,000.00	$50,000.00	1
NM-2024-005-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$2,802,508.00	$2,802,508.00	$5,605,016.00	0
NM-2024-005-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$2,802,508.00	$2,802,508.00	$5,605,016.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT < 30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description
Activity under this scope is to replace two existing paratransit vehicles that have met their Useful Life Benchmark (ULB) under the City's Transit Asset Management Plan. The vehicles being replaced are a year 2010 gasoline cut-away on a Ford E-450 chassis with 162,353 miles and a year 2012 gasoline cutaway on a Ford E-350 chassis with 197,755 miles. They both have a ULB of 10 years and are expensive to repair. The City intends to buy similar type gasoline engine vehicles as replacements. If these vehicles can be found on a compliant state contract, the City will purchase the vehicles off of that. If not, the City will solicit competitive bids for them. The new paratransit vehicles are expected to have a

useful life of at least 10 years and the Useful Life Benchmark will be set at 10 years.

A screenshot of New Mexico eSTIP project is TL00110 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	24

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$204,000
Local			$36,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$240,000**

Milestone Name	Est. Completion Date	Description
Seek Compliant State Procurement Contracts	1/8/2024	The City will first seek compliant state contracts for this procurement
RFP/IFB Issue Date	2/1/2024	RFP will be issued if a compliant state contract is not found.
Contract Award Date	5/1/2024	Anticipated award of contract.
Initial Delivery Date	5/1/2025	Desired initial Delivery
Final Delivery Date	5/2/2025	Desired delivery of second vehicle.
Contract Completion Date	6/2/2025	Contract Completed

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Activity under this scope is to replace one existing staff vehicle that has met their Useful Life Benchmark (ULB) under the City's Transit Asset Management Plan. The vehicle being replaced isa year 2002 Chevrolet Venture van with 95,051 miles It has a ULB of 14 years and expensive to maintain. The City intends to buy similar type gasoline or hybrid gas/electric engine vehicle as a replacement. If these

vehicles can be found on a compliant state contract, the City will purchase the vehicles off of that. If not, the City will solicit competitive bids for them. The anticipated useful life of the new support vehicle will be 14 years.

A screenshot of New Mexico eSTIP project is TL00120 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$40,000
Local			$10,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$50,000**

Milestone Name	Est. Completion Date	Description
Start Date	3/1/2024	Start staff vehicle procurement.
End Date	6/30/2024	Complete staff vehicle procurement.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description
Funding for 50% of eligible operating costs up to $2,802,508 federal share, from July 1, 2023, through approximately June 30, 2024, to include: personnel expenses such as wages, salaries and benefits, Any balances to the operations scope of work on July 1, 2024 will be used in the period between July 1, 2024, and December 31, 2024. Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for fuel and contracted security services. City match funding will be used for all other competitive contracts related to operations.

A screenshot of New Mexico eSTIP project is TL00100 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount

5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,802,508
Local			$2,802,508
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,605,016**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2023	
End Date	12/31/2024	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	$2,802,508.00	$5,605,016.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an

environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	1	$40,000.00	$50,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	2	$204,000.00	$240,000.00

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments
Eight (8) total staff vehicles
Shop Maintenance Trucks - 2
Administrative Staff Vehicles -1
Dial-A-Ride Supervisor vehicle - 1
Fixed Route supervisor vehicles - 1
Mini vans for Fixed Route driver change out -2
15 - Passenger van for fosxed Route driver change out - 2

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	8
	B. Spares	0
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	8

Fleet Type: Fixed Route

Fleet Comments
16 - 35' Gillig heavy duty buses (8 2004s, 4 2008s, 1 2010, 1 2016, 2 2018) -
4 - Arbocs (16 passenger capacity) (2 are 2010s, 2 are 2015s)

Total 20

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	13
	B. Spares	7
	C. Total (A+B)	20
	D. Spare Ratio (B/A)	53.85%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	20

Fleet Type: Paratransit

Fleet Comments
24' cutaways (light duty vehicles):
one 2017, one 2016s, seven 2015s, three 2012s, six 2010s, two 2004s.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	15
	B. Spares	6
	C. Total (A+B)	21
	D. Spare Ratio (B/A)	40%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	21

Part 5: FTA Review Comments

Application Review Comments

Comment By	Tony Ogboli
Comment Type	Pre-Award Manager Returns Application
Date	2/2/2024
Comment	Comments for 1580-2023-2. Application Executive Summary: 1% is specified in this grant for safety and security activities. All 5307 UZAs are required to identify 1% of funds apportioned via the 5307 Urbanized Area Formula program for public transportation security projects. This requirement should be easily met by the contracted security services, but must be stated. Part 3: Project Information Project Description Item 3: Add the useful life of the support vehicle being replaced in years and miles. ALI 11.12.04 - BUY REPLACEMENT <30 FT BUS: Add useful life in miles and years for new paratransit vehicles. ALI 11.42.11 - ACQUIRE - SUPPORT VEHICLES: Add useful life in miles and years for new support vehicle.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LAS CRUCES

Recipient ID: 1580

UEI: J3ZLWA2K1X47

DUNS: 077609279

Award Information

Federal Award Identification Number: NM-2024-005-00

Award Name: City of Las Cruces RoadRUNNER Transit (1580) Section 5307 Operating Assistance, Paratransit Vehicles, and Capital Equipment for the Las Cruces UZA

Award Start Date: 2/23/2024

Original Award End Date: 12/1/2026

Current Award End Date: 12/1/2026

Award Executive Summary: This grant uses the FFY 2023 Section 5307 apportioned to the Las Cruces NM UZA in the amount of $3,046,508. The nonfederal share is $2,848,508 from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, Vehicle Acquisition Fund, and Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of New Mexico).

Activities include funding 50% of eligible operating costs up to $2,802,508 federal share, from July 2023 through approximately June 2024 to include: personnel expenses such as wages, salaries and benefits, The only operational contracting opportunities using federal funds will be for fuel and contracted security services. Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 20, 2024, will continue to be expended on eligible operating expenses in the first few months of the City's FY2025, which starts July 1, 2024.

This grant will also fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total $240,000, $204,000 grant, $36,000 local match). In executing this grant, the City agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C) regarding the phased increase in domestic content under the Buy America statute for rolling stock. As Grant Agreement includes an FTA-funded transit vehicle purchase, the City agrees to comply with the related requirements set forth in 49 CFR 26.49(a). Specifically, The City ensures as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, that each transit vehicle manufacturer certified that it complied with DOT requirements for submitting a DBE program and goal to FTA prior to bidding. The City is also required to submit the name of the successful bidder and the total dollar value of the contract within 30 days of making an FTA- assisted transit vehicle award using the required FTA reporting tool. The City understands that failure to comply with these requirements may result in formal enforcement action or appropriate sanction as determined by FTA, including reimbursement of FTA funds used for the vehicle procurement. By executing this grant, the City certifies that projects funded in this grant are included in the 2022 TAM plan investment prioritization section.

With this grant the City will also procure one (1) replacement staff vehicle (Total $50,000, $40,000 grant, $10,000 local match). This vehicle will primarily be used for bringing drivers to change-outs on route. These capital purchases will involve contracting opportunities. The City certifies that projects funded in this grant are included in the 2022 TAM plan investment prioritization section.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's RoadRUNNER Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours.

This application will use pre-award authority as some operating expenses incurred after July 1 ,2023 may be applied to this grant.

The suballocation letter from the New Mexico DOT to FTA is attached to this application. Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $5,895,016.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,046,508.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,848,508.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,046,508.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,848,508.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,046,508
Local			$2,848,508
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,895,016**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 2/22/2024
DOL Certification Date: 2/22/2024

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 2/23/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Michael Bartholomew
City Transit Director
CITY OF LAS CRUCES
2/29/2024

City Council Action and Executive Summary

24-108

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	**☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A**		
1st Reading:		**Adopted:**	May 6, 2024
Drafter:	Jan Lauterbach	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **A RESOLUTION APPROVING SUBSTANTIAL AMENDMENTS TO THE 2021 AND 2022 ACTION PLANS AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES, AND AUTHORIZING CITY STAFF TO SUBMIT THE PROPOSED AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.**

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

PURPOSE(S) OF ACTION:

Approve amendments to 2021 and 2022 Action Plan.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Resolution approves amendments to the 2021 and 2022 Action Plans, as part of the 2021-2025 Consolidated Plan for the City of Las Cruces (City). Action Plans are mandated annually by the U.S. Department of Housing and Urban Development (HUD). They are required to be completed by each entitlement community to utilize the funds for both the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. The 2021 Action Plan was approved on May 3, 2021, through Resolution No. 21-162 and the 2022 Action Plan was approved on May 2, 2022, through Resolution 22-131.

Amendments to annual Action Plans are required to reallocate unspent, non-awarded, or non-contracted funding from current and previous program years or excess program income (PI) to eligible projects.

The amendments were advertised in accordance with HUD's requirements and for a 30-day public comment period from March 11, 2023, through April 10, 2024. City staff held in-person public hearings on March 26-28, 2024, to receive public comments on the proposed Action Plan Amendments. City Council approval of the Action Plan Amendments is required to comply with HUD regulations.

SUPPORT INFORMATION:

Exhibit "A" AP2021 Amend
Exhibit "B" AP2022 Amend

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, 2016-2020 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: $508,578 **AVAILABLE AMOUNT:** $468,578 **EXPENDITURE AMOUNT:** $228,500

Funding Source(s):

Community Development Fund 2000 20430214-721080-12035
Community Development Fund 2000 20430003-721080-22003

Overall Budget Impact:

Neutral Impact, expense has matching revenue source (HUD funding).

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize the execution of HOME/CDBG Agreements and approve Amendments to the 2021 and 2022 Action Plan for submittal to HUD.
2. Vote "No"; this will not approve the Resolution nor amendments to the 2021 and 2022 Action Plan, the execution of a HOME/CDBG Agreements. This could result in non-compliance with HUD regulations.
3. Vote to "Amend"; this could delay the Resolution and would require further direction from City Council.
4. Vote to "Table"; this would delay the Resolution and would require further direction from City Council.

REFERENCE INFORMATION:

1. Resolution 21-162
2. Resolution 22-131
3. Resolution 23-076

RESOLUTION 24-108

A RESOLUTION APPROVING SUBSTANTIAL AMENDMENTS TO THE 2021 AND 2022 ACTION PLANS AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES, AND AUTHORIZING CITY STAFF TO SUBMIT THE PROPOSED AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

The City Council is informed that:

WHEREAS, the City is an entitlement community as defined by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs; and

WHEREAS, entitlement communities are required to develop, adopt, and implement a Consolidated Plan every three to five years with annual Action Plans each program year as part of the Consolidated Plan to address the City's housing and community development needs to continue to receive CDBG and HOME funding; and

WHEREAS, the 2021 Action Plan was approved on May 3, 2021, through Resolution No. 21-162 allocating CDBG funding to FYI+ for public facility improvements; and

WHEREAS, the 2022 Action Plan was approved on May 2, 2022, through Resolution 22-131 allocating HOME funding in the amount of $200,000 to Tierra Del Sol Housing Corporation (TDS) for single-family development in the Sierra Summary Subdivision; and

WHEREAS, amendments to annual Action Plans are required to re-allocate unspent, non-awarded, or non-contracted funding from current and previous program years or excess program income (PI) to eligible projects; and

WHEREAS, the amendment to the 2021 Action Plan reallocates CDBG funding in the amount of $28,500 from FYI+ to Jardin De Los Ninos for public facility improvements; and

WHEREAS, the amendment to the 2022 Action Plan reallocates HOME funding to TDS for single-family development in the Sierra Summary Subdivision to Metro Park Phase 4 subdivision; and

WHEREAS, the execution of a CDBG & HOME Agreements are required to comply with HUD regulations.

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

(I)

THAT the amendments to the 2021 and 2022 Action Plans, as shown in Exhibit "A" & Exhibit "B", attached hereto and made part of the Resolution, are hereto approved and staff is authorized to submit the necessary documentation to HUD for their approval.

(II)

THAT City staff is hereby authorized to develop and execute the standard HOME/CDBG agreements, and the Assistant City Manager is authorized to sign said agreements in accordance with Resolution 21-147 on the City's behalf, without further consideration by the City Council.

(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

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

AP-38 Project Summary -2021 Action Plan Changed noted in RED

Project Summary Information

8	**Project Name**	Families and Youth, Inc.
	Target Area	Citywide
	Goals Supported	Enhance Economic Well-Being Enhance Quality of Infrastructure
	Needs Addressed	Economic Development Community and Public Facilities
	Funding	CDBG: ~~$41,000~~ $12,500
	Description	In Las Cruces, NM, Public facility improvements will be made to local non-profits: FYI El Crucero Rehab($12,500) ~~and FYI My Friend's Place Kitchen ($28,500).~~
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	FYI Facility Improvement at El Crucero will benefit approximately 14 adults and 28 children. ~~FYI Facility Improvement at My Friend's Place will benefit approximately 16 homeless teenagers.~~
	Location Description	FYI's El Crucero housing shelter for permanent supportive housing is located at: 1089 W. Amador Ave. ~~FYI's My Friend's Place Teen Shelter address is confidential.~~
	Planned Activities	El Crucero is a rehabilitation project 12 unit complex. ~~The My Friend's Place Teen shelter is an 8 bedroom shelter facility which will upgrade the kitchen to commercial grade.~~
11	**Project Name**	Jardin de los Ninos Roof Replacement
	Target Area	Citywide
	Goals Supported	Access to Health and Safety Enhance Quality of Infrastructure
	Needs Addressed	Community Services (Public Services) Community and Public Facilities Public Improvements and Public Infrastructure
	Funding	CDBG: $28,500

	Description	Public Facility Rehabilitation roof replacement at 999 W. Amador ave, Suite E. Jardin de Los Ninos provides day care services for homeless and near homeless children ages 6 months to 10 years of age.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approx 220 homeless and near homeless children.
	Location Description	999 W Amador Ave., Suite E, Las Cruces, NM 88005
	Planned Activities	Public Facility Rehabilitation. Roof Replacement

AP-38 Project Summary -2022 Action Plan Changed noted in RED

Project Summary Information

4	**Project Name**	Tierra Del Sol Housing Corporation SFD New Construction
	Target Area	Citywide
	Goals Supported	Access to Affordable Housing
	Needs Addressed	Housing Needs
	Funding	HOME: $200,000
	Description	In Las Cruces, NM, the Land Acquisition/ New Construction project will utilize $35,000 in CHDO reserve funds to assist in meeting the City's >15% CR requirement.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to 10 low-income households below 80% AMI will be assisted.
	Location Description	~~Lot 2 Sierra Summary Subdivision (Near Lennox St and Spruce St.)~~ Metro Park Village Phase 4 Subdivision (Near Bolero and Vega Street)
	Planned Activities	New construction of SFD /townhomes

24-109

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:**	May 6, 2024
Drafter:	Natalie Green	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title:	**A RESOLUTION APPROVING THE 2024 ACTION PLAN AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES CITY STAFF TO SUBMIT THE 2024 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.**

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

PURPOSE(S) OF ACTION:

Approve 2024 Action Plan

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This Resolution approves the 2024 Action Plan, as part of the 2021-2025 Consolidated Plan for the City of Las Cruces (City). The 2024 Action Plan, as mandated by the U.S. Department of Housing and Urban Development (HUD) addresses the City's housing and community development needs. Action Plans are required to be completed annually by each entitlement community in order to utilize the funds for both the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs.

The City adopted the 2021-2025 Consolidated Plan on May 3, 2021, which contains the following five identified strategic plan goals:

1. Low-to-moderate-income residents will have access to safe, decent, and affordable housing.
2. Improve access to current programs for health and safety, information, transportation, and recreation services.
3. Enhance the overall economic well-being of all residents through education and training, employment opportunities, and business development.
4. Enhance the quality and use of the physical infrastructure in Las Cruces.
5. Prevent and reduce homelessness.

The 2024 Action Plan is the funding mechanism for the allocation of CDBG and HOME funds from HUD and must be consistent with the strategic plan policies established within the Consolidated Plan. The 2024 Action Plan Program Year (PY24) is from July 1, 2024, through June 30, 2025, and coincides with the City's Fiscal Year 2025 (FY25). The 2024 Action Plan has estimated funding amounts, by program, as follows:

HUD Entitlement	Program Income	Program Total

CDBG	$1,076,372.00	$35,000.00	$1,111,372.00
HOME	$581,581.00	$55,000.00	$636,581.00
FUNDING TOTAL	$1,747,953.00		

The 2024 CDBG Public Service activities proposed were developed following the City's adopted CDBG Public Services Guide. The activities listed are those recommended for funding by the City's Health and Human Services Advisory Committee (HHSAC). The recommended CDBG Public Service funds are awarded based thru a competitive application cycle in accordance with the Public Services Guide.

The HHSAC recommends the following CDBG Public Services agencies for funding as part of the 2024 Action Plan:

AGENCY RECOMMENDED	FUNDING AMOUNT
Mesilla Valley Community of Hope (MVCH)	$30,000.00
La Casa	$30,000.00
Casa de Peregrinos	$30,000.00
Jardin de Los Ninos	$30,000.00
Mesilla Valley CASA	$30,000.00
Catholic Charities	$20,000.00

The 2024 Action Plan was developed using criteria that provides a balance between applications received by the City and the respective project's ability to meet the priorities of the Consolidated Plan and public input provided.

The 2024 Action Plan was advertised and subject to a 30-day public comment period and three (3) public input hearings were held in accordance with the City's adopted Citizen Participation Plan.

The Resolution authorizes the 2024 Action Plan, once approved, to be submitted to HUD no later than May 15, 2024. The Resolution further authorizes staff to develop and execute standard agreements without future City Council approval in accordance with Resolution 21-147.

SUPPORT INFORMATION:

Exhibit "A" AP2024 Public

PLAN(S):

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

COMMITTEE/BOARD REVIEW:

Health & Human Services

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: $0 **AVAILABLE AMOUNT:** $0 **EXPENDITURE AMOUNT:** $1,747,953.00

Funding Source(s):

FUND 2000 (CDBG); Various account numbers;$1,111,372.00
FUND 2000 (HOME); Various account numbers;$636,581.00

Overall Budget Impact:
The $1,747,953.00 represents the estimated combined total budget for both the CDBG and HOME Programs within the next FY budget (i.e., this is HUD funds expected to be received on July 1, 2024, and projected program income amounts to be received for each program). The proposed use of CDBG funds are for, public services, Home Rehabilitation Program, administration and projects, public and private facilities improvements, infrastructure projects, and land acquisition. The proposed use of HOME funds is for administration, CHDO operating, and multi-family development.

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. Such action would adopt the 2024 Action Plan for the City, as required for all CDBG and HOME entitlement communities by HUD. This includes authorizing the Assistant City Manager to sign the necessary submittal forms and agreements.
2. Vote "No"; this will not approve the Resolution. Such action would not adopt the 2024 Action Plan for the City, as required for all CDBG and HOME entitlement communities by HUD.
3. Vote to "Amend"; this modification would be at the Council's discretion and would need to provide direction to staff.
4. Vote to "Table"; this action is not recommended as an option. Due to submission deadlines, tabling or postponing this Resolution could result in non-compliance with HUD regulations and jeopardize receipt of funding.

REFERENCE INFORMATION:

1. Resolution No. 21-162.

RESOLUTION 24-109

A RESOLUTION APPROVING THE 2024 ACTION PLAN AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES CITY STAFF TO SUBMIT THE 2024 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

The City Council is informed that:

WHEREAS, the City of Las Cruces is an entitlement community as defined by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) Programs; and

WHEREAS, entitlement communities are required to develop, adopt, and implement a Consolidated Plan every three to five years, and corresponding annual Action Plans, to address the City's housing and community development needs in order to continue to receive the CDBG and HOME funding; and

WHEREAS, Public Input Hearings were held, and the 2024 Action Plan was advertised and subject to a 30-day public comment period as required by the City's Citizen Participation Plan; and

WHEREAS, for the 2024 Action Plan, the City estimates it will receive an entitlement and program income for both the CDBG and HOME Programs from HUD funding in the amount of $1,747,953.00, to address the City's affordable housing and community development needs for its low- and moderate-income areas and residents.

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

(I)

THAT the 2024 Action Plan and all necessary support documentation, as shown in Exhibit "A" attached hereto and made part of the Resolution, is hereby approved and adopted.

(II)

THAT City staff is hereby authorized to secure necessary signatures and transmit the 2024 Action Plan to the U.S. Department of Housing and Urban Development on the City's behalf.

(III)

THAT City staff is hereby authorized to develop and execute the standard agreements/contracts in accordance with the 2024 Action Plan and the Assistant City Manager is authorized to sign said agreements on the City's behalf in accordance with Resolution 21-147 without further consideration by the City Council.

(IV)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

2024 Action Plan

Year 4: 2021-2025 Consolidated Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Las Cruces, City Managers Office, Housing & Neighborhood Services Program (City) oversees the Consolidated Plan process for the city. The city is submitting its 2024 Action Plan, Year 3 of the 2021-2025 Consolidated Plan. This Plan has been prepared according to HUD requirements. The Plan will govern the City's investment of federal funds for persons experiencing homelessness, housing and non-housing community development activities for the next year.

Annually, the city as a participating jurisdiction is entitled to receive an allocation of the Housing and Urban Development (HUD) Community Development Block Grant (CDBG), and the HOME Investment Partnerships Program (HOME) funding. In 2024, the City expects to receive $1,076,372 in CDBG and $581,581 in HOME funds. In addition, City staff estimates program income of $35,000 for CDBG and $55,000 for the HOME Program.

CDBG is both the oldest and largest of the HUD programs for housing and community development. CDBG can be used for a variety of activities including:

- Public Infrastructure improvements (streets, sidewalks) in CDBG eligible areas or to support affordable housing development;
- removal of accessibility barriers;
- loans or grants to business for hiring of lower income workers;
- provision of supportive service dollars to social service organizations;
- demolition of property;
- construction and rehabilitation of community facilities including those that help special needs populations (e.g., homeless shelters); and
- down payment assistance for homeownership.

The HOME Program provides federal funds for a variety of housing activities including construction of affordable housing; rehabilitation of affordable housing; acquisition of buildings for affordable housing; first time homebuyer assistance and counseling; and tenant based rental assistance.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

High priority needs identified in the Las Cruces Five-Year Consolidated Plan include both housing and non-housing community development, infrastructure, persons experiencing homelessness and special population needs. Las Cruces has developed and managed a robust Citizen Participation process to solicit resident input on priority needs. The City has integrated that Citizen Participation process with substantial research efforts to acquire hard data on the scope of those needs.

Proposed uses of HUD funding for PY2024 are below.

PROPOSED* uses of HUD funding for PY2024 are:

	CDBG	HOME	Benefit/Location
Anticipated funding amount from HUD*	$1,076,372	$581,581	
Program Income Estimate	$35,000	$55,000	
Total Funding Available	**$1,111,372**	**$636,581**	
Administration	$175,372	$63,658	
Jardin de Los Ninos	$250,000		Public Facility Improvement-gap funding for new roof at the childcare facility.
Abode HVAC	$42,000		Public Facility Rehabilitation.
Home Rehabilitation (includes Mobile Home ADA Ramps)	$474,000		City wide; sites to be determined. Estimated benefit 25 households.
Mesilla Valley Habitat for Humanity (MVHFH)		$300,000	Single Family New Const scattered Subdivisions.
Mesilla Valley Community of Hope (TBRA)		$100,000	HOME and Program Income funding Tenant Based Rental Assistance (TBRA) for approx. 10 homeless households at scattered sites City wide.
La Casa TBRA		$158,923	HOME and Program Income funding Tenant Based Rental Assistance (TBRA) for approx. 10 homeless households at scattered sites City wide.
Mesilla Valley Habitat for Humanity CHDO OP		$14,000	Mesilla Valley Habitat for Humanity Operating assistance 720 Santa Fe St.

CDBG Public Services Grants to Non-profits	$170,000 not to exceed 15%	Proposed Activities	Beneficiaries
Mesilla Valley Community of Hope	$30,000	03T Homeless Programs	999 West Amador Community of Hope Campus; Est. 530 people to benefit.
Jardin De Los Niños	$30,000	05T Child Care Services	999 West Amador Community of Hope Campus; Est. 220 children to benefit.
Casa de Peregrinos	$30,000	05W Food Banks	999 West Amador Community of Hope Campus Est. 18,000 people to benefit.
MVCASA	$30,000	05N Abused & Neglected Children	2640 El Paseo Est. 200 children will be assisted City wide (Third District Court Jurisdiction).
La Casa, Inc.	$30,000	05G Battered & Abused Victims of Domestic Violence	800 S. Walnut Est. 50 victims of DV will be assisted.
Catholic Charities	$20,000	05Q Subsistence Payments	125 West Mountain Avenue, 60 people to benefit.

*Funding is subject to the adoption of a Federal Budget and allocation. In the event of reduced CDBG funding the proposed Home Rehabilitation allocation will be reduced. In the event of reduced HOME funding proposed to La Casa, Mesilla Valley Community of Hope, and Mesilla Valley Habitat for Humanity, will be reduced proportionally. If anticipated CDBG funding is increased the Home Rehab will receive a proportional increase and staff may consider funding for unfunded applications. If anticipated, HOME funding is increased the proposed funding to La Casa, Mesilla Valley Community of Hope, and Mesilla Valley Habitat for Humanity will receive a proportional increase in funding.

PY2024 Proposed uses

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Overall, during the last five-year reporting period for Consolidated Annual Performance Evaluation Reports (CAPERs) the City has received satisfactory reviews regarding its performance in meeting goals set forth in the Five-Year Consolidated Plan and each year's Annual Action Plan. Additionally, HUD

continues to conclude that the City of Las Cruces is administering its programs in a manner consistent with the applicable regulatory requirements. Review and conclusions are based solely on information available to HUD, and do not constitute a comprehensive evaluation or approval of specific activities. The City of Las Cruces has responded to all technical assistance provided as a part of any HUD review and evaluation.

The city continues to experience the negative effects of the pandemic regarding the construction of owner-occupied single-family homes. Specifically with our development partner, Mesilla Valley Habitat for Humanity who relies on volunteer labor for the majority of construction efforts. They were able to complete construction on 3 homes during the program year in the Aurora Subdivision on 4153, 4145, and 4149 Aurora Star Court. They also started construction on two homes located in the Los Enamorados subdivision at 4700 and 4702 Diamante Court and 3 additional homes in the Metro Central Subdivision on 3806 and 3972 Caspian Road and 6100 Kaleidoscope. The increased costs of construction materials combined with the challenges volunteer labor, and theft of actual construction materials, has made it challenging to to get back on track after the pandemic. Tierra Del Sol Housing Corporation continues to focus on design work for the Skylark and Sierra subdivisions. Tierra Del Sol has started construction on 10 HOME-assisted units in the Metro Park Village Phase 4 subdivision, with estimated completion in last quarter of PY2023 or first quarter of PY2024. The City is seeking to amend the 2022 Action plan moving $200,000 allocated to the Sierra Subdivision to the Metro Park Village Phase 4 subdivision to expediate the disbursement of funds and the construction and sale of HOME-assisted units.

CDBG funds used to preserve existing affordable housing stock were used for the rehabilitation of 7 owner-occupied units and the installation of 1 mobile home ramp. There are an additional 2 Home Rehabilitation projects anticipated for completion prior to the end of PY22. Out of those applicants served, 8 mobile home 27 home rehabilitation applicants were found ineligible for assistance for different reasons during this period. The Home Rehabilitation projects proved to be more challenging than in previous years due to supply and manpower shortages caused by CV-19. Additionally, there was a noticeable reduction of Mobile Home Ramp Applications due to CV-19. CDBG funds in the amount of $173,879 were used by Mesilla Valley Habitat for Humanity to acquire two lots in the Dos Suenos Subdivision and 3 lots in Metro Central Phase 1 on which they will construct affordable owner-occupied single-family homes. CDBG Public Services funding was provided to non-profit agencies who provided a variety of activities including funding to homelessness services providers including a homeless day care center, homeless day shelter, domestic violence, food bank/rescue, and case advocacy for abused and neglected children. Approximately 19,450 individuals benefited from the services provided. The City provided Fair Housing awareness training to all new employees of the City.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Prior to the development of the 2024 Action Plan two public input meetings were held on November 8, 2023 at 5:30 PM at City Hall and November 9, 2023 at 2:30 pm at Branigan Library, Roadrunner Room, 200 E Picacho Ave.

The draft 2024 Action Plan will be available for public review starting Monday March 11, 2024 from 8:00 a.m. to 5:00 p.m., Monday through Friday at the Las Cruces City Hall, Housing & Neighborhood Services, 700 N. Main, Suite 1100 or City Clerk's Office, Suite 1200 and the Branigan Library, 200 E. Picacho. It was also on the City's website at www.las-cruces.org under the "Discover Housing and Community Resources" section (this page is ADA compliant for the visually impaired).

The 2024 Action Plan can be translated, upon request, for Limited English Proficient (LEP) persons for review during the public comment period. The 2024 Action Plan can also be provided in alternate formats for the disabled (i.e. Braille, large print, audio tape) upon request.

Three public hearings to receive comments on the on the 2024 Action Plan were held. The first was Tuesday, March 26, 2024, 5:30 – 6:30 pm Benavidez Community Center, 1045 McClure Road, the second was Wednesday, March 27, 2024, 5:30 – 6:30 pm Sage Café, 6121 Reynolds Dr., the third was on Thursday, March 28, 2024, 2:30 – 3:30 pm City Hall, 700 N. Main St. Room 2007A. These facilities meet the requirements for wheelchair accessibility. A Spanish interpreter was available and, upon request, interpreters for other languages can also be made available during the hearings.

The City Council meeting was held on May 06, 2024 and provided an additional opportunity for the public to comment.

The Action Plan Public 30 Day public comment period was from Monday March 11, 2024 to Wednesday, April 10, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

All citizen comments and views received during the Action Plan public input process and the public hearings are accepted.

7. Summary

Las Cruces has historically depended upon federal funding to support housing and community development activities. On average, the City of Las Cruces receives approximately $1.3 million annually between the federal Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME). CDBG and HOME are entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). In addition to these federal block grants, through funding received by nonprofit agencies/developers and Mesilla Valley Public Housing Authority, the City's low to moderate income residents benefit from the federal Section 8/Housing Choice voucher program, Continuum of Care funding, Veterans VASH Vouchers, Neighborhood Stabilization funding, Neighbor Works, USDA, and Federal Low Income Housing Tax Credit (LIHTC) program.

The awarding of CDBG and HOME funding is an annual competitive application process that generally starts in November and continues through a public process which concludes with City Council approval of the recommended projects. Applications for funding are generally accepted in December for HOME and January for CDBG and Public Service projects. The process begins with the solicitation of Request for Application/Letter of Intent to apply for funding. City entities, other governmental entities and private nonprofit organizations may submit proposals. Non-profit entities, to be eligible, must also have the organizational capacity to carry out the proposed activity and to meet the record keeping and reporting requirements of CDBG and HOME programs. Applications for funding are accepted from all eligible organizations whether they have previously received grants or not. The Request for Application/Letters of Intents are reviewed for initial determination of program eligibility. After the initial determination of program eligibility, City staff distributes electronic applications for funding to the eligible applicant agency. Staff reviews, scores and recommends CDBG and HOME applications for funding. The Health and Human Services Advisory Committee reviews, scores and recommends CDBG Public Service applications. Information regarding the application process is available on the City's website with program staff contact information.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LAS CRUCES	
CDBG Administrator	LAS CRUCES	Housing and Neighborhood Services
HOPWA Administrator		
HOME Administrator	LAS CRUCES	Housing and Neighborhood Services
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The Housing and Neighborhood Services Section of City Manager's Office is responsible for administering both the CDBG and the HOME programs.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The development of the 2024 Action Plan included several opportunities for citizen and stakeholder input. On November 8 and 9, 2023, two public input meetings were held to provide an overview of the Action Plan process and to solicit input. On February 20, 2024, the City's Health and Human Services Advisory Committee held a public hearing to make funding recommendations for the CDBG Public Service Funds for the 2024 Program Year. Public hearings were also held on March 26, 27, and 28, 2024 to gather input on the draft 2024 Action Plan, along with a 30-day public comment period on the draft plan. Public comments could also be made at the May 06, 2024 City Council meeting in which the 2024 Action Plan will be considered for adoption. The 30 day Public comment period was from March 11, 2024 to April 10, 2024.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Las Cruces coordinates city funded housing activities through the Affordable Housing Land Bank and Trust Fund Advisory Committee, and public service activities through the Health and Human Services Advisory Committee. The City will provide public service funding over the next four years to local non-profit agencies that serve special needs populations, primarily to the homeless, victims of domestic violence, and the disabled. Additionally, the City will provide HOME funds to non-profit housing providers for the development of single-family and multi-family housing, and affordable rental housing assistance.

The City will continue to coordinate efforts in the areas of homeless services and ending homelessness, including chronic homelessness, veteran homelessness for the Mesilla Valley Community of Hope campus and other homeless providers working in the City.

The City will continue to participate in meetings with outside partners in efforts to improve overall delivery of CDBG and HOME-funded projects, as well as public service and homeless providers on a regular basis

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City falls under the jurisdiction of the New Mexico Coalition to End Homelessness (NMCEH), the New Mexico Balance of State Continuum of Care (CoC). The City participates with staff representation in the regular NMCEH meetings held as well as the NMCEH CoC Board meetings. Governmental and

nonprofit agencies in the Balance of State cities and counties can apply annually for HUD Continuum of Care grants through the NMCEH.

Consultation with the CoC takes place with the NMCEH for the City's jurisdiction.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City currently does not receive ESG funding. CoC funds are also provided directly to our outside partnering agencies. The NMCEH administers the operations of the HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	LA CASA, INC
	Agency/Group/Organization Type	Housing Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	La Casa staff were key informants providing information about the needs of victims of domestic violence in Las Cruces. La Casa coordinates with the City of Las Cruces and other providers of services.
2	**Agency/Group/Organization**	MESILLA VALLEY COMMUNITY OF HOPE
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from the Mesilla Valley Community of Hope (MVCH) were key informants, providing insights and data related to the needs of homeless citizens in Las Cruces. MVCH coordinates with all other homeless service agencies and the City through the Continuum of Care and to ensure coordinated homeless service provision. MVCH is also the Coordinated Entry lead agency for Southern New Mexico.
3	**Agency/Group/Organization**	Veterans Administration
	Agency/Group/Organization Type	Services-homeless Other government - Federal

	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The VA VASH staff participated as key informants and coordinate with other homeless services providers, the City, and the Mesilla Valley Housing Authority to provide coordinated services to homeless veterans in Las Cruces.
4	**Agency/Group/Organization**	CASA DE PEREGRINOS
	Agency/Group/Organization Type	Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Casa de Peregrinos staff provided information about food insecurity in Las Cruces and the high priority needs of low and very low income households. The agency coordinates with other service providers in Las Cruces and with the City.
5	**Agency/Group/Organization**	JL Gray
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	JL Gray property management and development staff were key informants who provided information and insights into the need for affordable housing.

6	**Agency/Group/Organization**	NMSU Economics Department
	Agency/Group/Organization Type	Business Leaders University Major Employer
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from the NMSU Economics Department was a key informant discussing the employment needs in Las Cruces and the economic climate.
7	**Agency/Group/Organization**	FAMILIES AND YOUTH, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Health Child Welfare Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from FYI were key informants, and provided information about the needs of homeless youth, homeless youth programs, and programs for at risk youth.

8	**Agency/Group/Organization**	Housing Policy Review Committee
	Agency/Group/Organization Type	Housing Other government - State Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Las Cruces Housing PRC provided insights into the housing market and housing needs in Las Cruces.
9	**Agency/Group/Organization**	TRESCO, INC
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from Tresco were key informants providing information about persons with disabilities, and their needs for housing and services in Las Cruces.
10	**Agency/Group/Organization**	EL CALDITO SOUP KITCHEN
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The staff and board of El Caldito provided insights into the need for food and meals for homeless and low income persons and households in in Las Cruces. The agency works with other homeless and service providers to coordinate services in Las Cruces.
11	**Agency/Group/Organization**	Health and Human Services Advisory Committee
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The HHSAC Committee met to provide insights into high priority public services needs within Las Cruces. The committee helps the city coordinate and prioritize funding requests for public services dollars.
12	**Agency/Group/Organization**	New Mexico Department of Health
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Doctors and Health Promotion program managers provided information and insights into the challenges faced by persons with HIV/AIDS in Las Cruces and coordination for service delivery for this population.

13	**Agency/Group/Organization**	Dona Ana County Health and Human Services
	Agency/Group/Organization Type	Health Agency Agency - Emergency Management Other government - County Business Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Dona Ana County HHS provided information about gaps in the healthcare system for low-income residents of Las Cruces, and the challenges of bringing high quality care to the community.
14	**Agency/Group/Organization**	JARDIN DE LOS NINOS
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Jardin de los Ninos staff were key informants providing information regarding homeless children and families that they serve, and their services. The agency coordinates with other homeless providers and the City to ensure that families are accessing all services available to them.
15	**Agency/Group/Organization**	League of Women Voters
	Agency/Group/Organization Type	Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The League of Women's Voters provided a Housing Needs report that they prepared and observations about housing needs throughout Las Cruces.
16	**Agency/Group/Organization**	Amador Health Center
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from Amador Health Center (FKA St. Luke's Health Care Clinic) were key informants providing information related to homeless health needs and programs available at the clinic. The agency coordinates services with other homeless providers and the city. SAMSA Recipient
17	**Agency/Group/Organization**	TIERRA DEL SOL HOUSING CORP
	Agency/Group/Organization Type	Housing Community Development Financial Institution

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Tierra del Sol, as a nonprofit housing developer, provided insights into housing needs, the housing market, and development challenges in Las Cruces. Tierra del Sol coordinates with other housing and service providers and the City to construct new housing units.
18	**Agency/Group/Organization**	Precision Mortgage Group
	Agency/Group/Organization Type	Business Leaders Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Precision Mortgage Group was a key informant providing information related to the housing market and economic conditions in Las Cruces.
19	**Agency/Group/Organization**	MESILLA VALLEY PUBLIC HOUSING
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Mesilla Valley Housing Authority provided data related to residents, properties and waiting lists and needs for affordable housing in Las Cruces.

20	**Agency/Group/Organization**	Las Cruces Home Builders Association
	Agency/Group/Organization Type	Housing Business Leaders Business and Civic Leaders Neighborhood Organization Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from the Las Cruces Home Builders Association provided insights into the housing development market and challenges related to building housing in Las Cruces.
21	**Agency/Group/Organization**	MESILLA VALLEY HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity staff were key informants to provide insights into the housing needs of residents, construction of housing units, and the development challenges in Las Cruces. Habitat coordinates with other housing and service agencies and the City to provide housing.

22	**Agency/Group/Organization**	City of Las Cruces
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Planning organization Grantee Department Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff from many City departments in Las Cruces, including Planning, Public Works, Housing, Community Development, Parks & Rec, Fire, Transit, Senior Programs, Land Management, the City Council, Mayor's Office, and Metropolitan Planning Organization provided data, insights, programmatic information, and priorities for development of the Consolidated Plan. The City of Las Cruces is one of the leads for the Dona Ana Broadband Initiative (DAB), a multi-agency collaborative working to bridge the digital divide and connect households and businesses throughout Dona Ana County. The City Public Works is responsible for flood management. City staff in conjunction with the City's Fire Department meets regularly with the Office of Emergency Management.
23	**Agency/Group/Organization**	MESILLA VALLEY COURT APPOINTED SPECIAL ADVOCATES (CASA), INC.
	Agency/Group/Organization Type	Services-Children Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mesilla Valley CASA staff was a key informant providing information related to children in need and in the court system in Las Cruces.
24	**Agency/Group/Organization**	New Mexico Cafe
	Agency/Group/Organization Type	Housing Services - Narrowing the Digital Divide Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	New Mexico CAFE staff was a key information related to the housing and service needs of the Spanish speaking community in Las Cruces. The agency has also worked to provide foreclosure prevention assistance in the past, and are proponents of economic development and minimum wage increases.
25	**Agency/Group/Organization**	Enchanted Sun Realty
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Enchanted Sun Realty provided information related to the homeownership market in Las Cruces and availability of land for development.
26	**Agency/Group/Organization**	Las Cruces Economic Development Office
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Cruces Economic Development Director was a key informant providing information and insights into the economy in Las Cruces and economic development needs.

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include all agency types. No specific agencies were excluded from this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	NM Coalition to End Homelessness	The efforts to end homelessness including chronic homelessness overlap. Providing Affordable Housing to Homeless Persons and special needs populations also overlap
Elevate Las Cruces	City of Las Cruces	Elevate Las Cruces is the City's Comprehensive plan which is approved and in its first phase of implementation to establish baseline data. It includes a section on Economic Development, Affordable housing development and anti-poverty strategy.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City benefits from having a small group of established non-profit organizations specializing in serving homeless, special needs, and other low-income populations.

The City has worked diligently to foster and develop strong relationships with the organizations that provide housing and supportive services to low-income and special needs populations. City staff are accessible to housing and social service providers and continue to make the CDBG and HOME application processes straightforward and transparent. In recent years, the City has been very proactive in implementing policies and programs that remove barriers and support the provision of needed housing and services, such as the establishment of a land bank, an affordable housing trust fund, streamlining the development process and implementing fee waivers for affordable housing development. These efforts will continue during the five-year Consolidated Plan period.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Input from a broad range of citizens and citizen groups were collected during the development of the Five-Year Consolidated Plan. The public was encouraged to participate through multiple modes, including an online and paper Community Survey sent to 7,800 residents in low-income census tracts (in Spanish and English); Public Hearings and Meetings; submittal of written comments regarding the draft Five-Year Plan; and the City Council Public Hearing to adopt the plan. The Housing and Neighborhood Services Division notified the public about opportunities to participate in the process on the City website, through utility bill mailings (in English and Spanish) to 39,000 residents, Facebook and Instagram Marketing Campaigns, through publications in local newspapers, through non-profit and service providers, and through other means. Input from citizens and key informants was used along with data to determine high priority needs and five-year goals to meet needs.

Prior to the development of the 2024 Action Plan two public input meetings were held on November 8, 2023 at 5:30 PM at City Hall and November 9, 2023 at 2:30 pm at Branigan Library, Roadrunner Room, 200 E Picacho Ave.

The draft 2024 Action Plan was available for public review starting Monday, March 11, 2024, from 8:00 a.m. to 5:00 p.m., Monday through Friday at the Las Cruces City Hall, Housing & Neighborhood Services, 700 N. Main, Suite 1100 or City Clerk's Office, Suite 1200 and the Branigan Library, 200 E. Picacho. It was also on the City's website at www.las-cruces.org under the "Discover Housing and Community Resources" section (this page is ADA compliant for the visually impaired).

The 2024 Action Plan can be translated, upon request, for Limited English Proficient (LEP) persons for review during the public comment period. The 2024 Action Plan can also be provided in alternate formats for the disabled (i.e. Braille, large print, audio tape) upon request.

Three public hearings to receive comments on the on the 2024 Action Plan were held. The first was held Tuesday, March 26, 2024, from 5:30 – 6:30 at the Benavidez Community Center, 1045 McClure. Another hearing was held on Wednesday, March 27, 2024, 2:30, at City Hall, 700 N. Main St., room 2007-A. The third hearing was scheduled for Thursday, March 28, 2024, at 5:30, at the Sage Cafe, 6121 Reynolds Dr., Las Cruces, NM. These facilities meet the requirements for wheelchair accessibility. A Spanish interpreter was available and, upon request, interpreters for other languages can also be made available during the hearings.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	English and Spanish Ads were published in the local newspapers	No comment received to date	n/a	
2	Public Meeting	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	Meetings were held on November 8 and 9. Fourteen members of the pubic attended.	Members of the public asked questions about Building standards, poverty, funding distribution	n/a- All comments are accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	3 meetings were held on March 26, 27 and 28, 2024	No comments were recieved.	n/a- All comments are accepted	
4	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	All Drafts and Ads were placed on the Citys Website.	The City received 2 emails expressing support for Affordable Housing and Home Rehab.	n/a- All comments are accepted	https://www.las-cruces.org/2222/Discover-Housing-and-Community-Resources

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community	City Council will adopt the Action Plan as part of their May 06, 2024, regular meeting.	TBD	n/a- All comments are accepted	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HOME Investment Partnerships grant program has flexibility to assist in housing programs; participating jurisdictions decide how to use money for: Acquisition, Rehabilitation, New Construction, Tenant Based Rental Assistance (TBRA), Home Buyer Assistance, Planning, and Operating Assistance for CHDOs. For 2023, the City anticipates it will receive $581,581 of HOME Entitlement funds. The City anticipates receiving approximately $55,000 in estimated program income from previous Home Rehabilitation projects that are paying off their mortgages or other HOME projects (rental properties) with loans that require repayment to the City's HOME Program. This will give the City's 2023 HOME Program a full funding amount of $636,581.

CDBG program funds may be used to address neighborhood revitalization, economic development, provisions of improved community facilities, prevention and elimination of slums or blight, and activities aiding low- and moderate-income families. For 2023, the City anticipates receiving $1,076,372 of CDBG Entitlement funds and an anticipated $35,000 of program income from houses which have been previously rehabilitated. This will give the City's 2023 CDBG Program a full funding amount of $1,11,372.00

The City has an Affordable Housing Land Bank and Housing Trust Fund will have approximately $6,732,000 in funds available for implementation in accordance with the City's Affordable Housing General Oversight Ordinance once the City has a written Affordable Housing Plan approved by MFA. Other efforts include an impact fee waiver program for developers of affordable housing in the City of Las Cruces (approximately $50,000 in value).
Las Cruces has a local Health and Human Services funding source for health-related public services. The annual amount available for allocation is up to $600,000.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available Year 1	Expected	Narrative Description

	of Funds		Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $	Amount Available Remainder of ConPlan $	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,076,372	35,000	28,500	1,139,872	1,111,372	CDBG funding is used for a variety of programs and projects in Las Cruces. Prior Year Resources are unspent funds prior years allocations.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	581,581	55,000	0	636,581	636,581	HOME funds are used for both homeownership and rental housing projects and programs. Prior Year Resources is excess program income.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Housing Multifamily rental new construction Multifamily rental rehab New construction for ownership	6,400,000	0	0	6,400,000	10,000,000	The Affordable Housing Trust Fund dollars are used for affordable housing related projects. Council Has committed for 6.4M for an affordable housing project to date and pre committed another 10M
Other	public - local	Housing	225,000	0	0	225,000	300,000	The City providers impact fee waivers for specific projects.
Other	public - local	Public Services	600,000	0	0	600,000	600,000	These funds are used to provide public service funding to a variety of human service organizations working in Las Cruces.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

HOME and CDBG funds will leverage additional resources including Low Income Housing Tax Credit funding (multi-family years,) private investors, private donations, and local funds.

HOME funds normally require a 25% match; however, due to federal guidelines for HOME match waivers, the City of Las Cruces currently

receives a 100% reduction in match liability waiver for Federal fiscal year 2023 and we assume there will be a match reduction for 2024-2025 as well. Match requirements may be satisfied through various sources to including TBRA supportive services, local loan amounts in conjunction with MFA Mortgage Revenue Bond Program, volunteer labor and sweat equity, amounts discounted from sales prices of land to value amount for lot purchases for affordable housing development and other non-federal sources. The City currently has $1,133,7599 in excess match contributions.

Beginning in 2015, the City requires a CDBG match of 50% for infrastructure programs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Public owned land and facilities are used for homeless services including, medical, childcare, homeless day shelter, food services, meals, and victims of domestic violence emergency shelter and services. Additionally, public owned land or the proceeds from the sale of public owned land may be used for the development of affordable housing.

Discussion

Due to limited funding, the City of Las Cruces may require that no more than $200,000 of HOME funds may be dedicated to a single project (but not necessarily one single agency in one program year). Should the dedication or financing of a land bank and trust fund be established, the City may evaluate and update this policy as appropriate

In an effort to address the limited HOME funding each program year, the City of Las Cruces will alternate the priority between dedicating HOME funds between affordable rental housing development and single-family homeownership developments. Starting in Program Year 2017, funding will be priority to affordable rental housing development and continue in odd numbered years (2021, 2023, 2025). Single family housing development will receive priority in even numbered program years (2022, 2024). However, given the number, type, and quality of applications for funding and any undedicated funds available, HOME funds may be provided to the other priority in any given year.

The City of Las Cruces requires that no more than 50% of CDBG funds may be dedicated to infrastructure, public facilities, or economic development activities that result in capital or facility improvements and that the remaining 50% or more may come from other sources. Other sources can include other federal, state, local, and private funds. For improvements made to City-owned facilities that are occupied by non-city operated programs, the other 50% must come from other federal, state and private (non-City of Las Cruces) sources or will provide full funding from CDBG funds with 50% of the funding provided as loan, resulting in program income upon payback.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Affordable Housing	2021	2025	Affordable Housing Public Housing	Citywide	Public Improvements and Public Infrastructure	CDBG: $474,000 HOME: $314,000	Homeowner Housing Added: 5 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit
2	Access to Health and Safety	2021	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Services (Public Services)	CDBG: $90,000	Public service activities other than Low/Moderate Income Housing Benefit: 18420 Persons Assisted
4	Enhance Quality of Infrastructure	2021	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Improvements and Public Infrastructure Homeless Needs and Services	CDBG: $320,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 15 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Prevent and reduce homelessness	2021	2025	Affordable Housing Homeless	Citywide	Homeless Needs and Services	CDBG: $80,000 HOME: $258,923	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Access to Affordable Housing
	Goal Description	Overall, the biggest need mentioned by providers in community stakeholder interviews, community focus group meetings, and the community survey was for additional affordable housing units for very low-income households, accessible units for those with physical disabilities, transitional or permanent housing for persons experiencing homelessness and/or mental health/substance use disorders. To improve access to safe, decent, and affordable housing, the City of Las Cruces will preserve existing affordable housing options, provide incentive programs to develop to encourage building of multi-units and mixed-use development, and offer programs to help homeowners modify units for rehabilitation and accessibility.
2	**Goal Name**	Access to Health and Safety
	Goal Description	There is great need for easy access to community services that serve large swaths of the population. Additionally, the need for recreation is greater than ever, with social isolation and lack of community activities. The City of Las Cruces will improve access to current programs by increasing awareness about available services in the community, provide free or low-cost services to qualified individuals, and expand current services.

4	**Goal Name**	Enhance Quality of Infrastructure
	Goal Description	Many community leaders and stakeholders have expressed the need for greater infrastructure to serve the diverse communities in Las Cruces. Improved transportation and facilities will increase flow throughout the city, allowing Las Cruces residents of all types to access services more easily. The City will work to develop and/or improve youth centers and recreation facilities, ensure bus routes are tied to housing and areas of employment, and work to provide transit for those who cannot afford it.
5	**Goal Name**	Prevent and reduce homelessness
	Goal Description	There is great need to increase resources available for individuals and households experiencing repeated episodes of homelessness, episodic homelessness and the threat of homelessness. Presently it is challenging for households in this situation to obtain stable decent housing and the accompanying needed supportive services to maintain stability in an independent living environment. The City has had to resort to supporting an overflow tent village to provide a basic level of safety and sanitary living conditions for those who are unable to obtain stable permanent housing through the homeless support system in the community. The City will focus on homeless prevention through short term assistance to pay rent, utility bills and other items which could force a household into homelessness.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Las Cruces has allocated CDBG and HOME funds to projects in 2022 that meet its Priority Needs and Annual Goals. These projects include homeowner rehabilitation, land acquisition for new construction of for-sale affordable homes, public service activities, and public facility repairs.

Projects

#	Project Name
1	City of Las Cruces Admin
2	CHDO Operating funds
3	Habitat for Humanity SFD Acquisition/ New Construction
4	HOME TBRA
5	City Home Rehabilitation
6	CDBG Public Services
7	Jardin de los Ninos Roof Replacement
8	Abode, Inc.

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made based upon annual goals and priority needs, agency funding requests and needs, current opportunities to meet goals and the amount of funding to be received. The City will continue to work with supportive service providers to enhance service delivery models and expand the services available to underserved households. Obstacles include a limited amount of resources and limitations in the agencies capacity to expand services to those in need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	City of Las Cruces Admin
	Target Area	Citywide
	Goals Supported	Access to Affordable Housing Access to Health and Safety Enhance Quality of Infrastructure Prevent and reduce homelessness
	Needs Addressed	Housing Needs Community Services (Public Services) Economic Development Community and Public Facilities Public Improvements and Public Infrastructure Homeless Needs and Services
	Funding	CDBG: $175,372 HOME: $63,658
	Description	In Las Cruces, NM, HOME and CDBG funds allocated for City entitlement program staff for administration and program implementation. Includes a set-aside for Fair Housing activities. CDBG Activity code 21A. HOME PA will be used for TBRA admin. $2,000 funding will be set aside for Fair Housing Administration.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	All CDBG and HOME beneficiaries from other activities will benefit from expenditure of CDBG and HOME funds for administration of the programs.
	Location Description	All program year 2024 CDBG and HOME funded activities will be located in the City of Las Cruces with the exception of any travel expenses for training purposes.
	Planned Activities	CDBG and HOME eligible administrative expenses including a set aside for Fair Housing Activities and the Consolidated Plan.
2	**Project Name**	CHDO Operating funds
	Target Area	Citywide
	Goals Supported	Access to Affordable Housing
	Needs Addressed	Housing Needs
	Funding	HOME: $14,000

	Description	In Las Cruces, NM, CHDO operating funds for Habitat for Humanity. Funding will be used for staff salaries for their Home-ownership Coordinator and Accountant for Habitat.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	At least 5 families will benefit working with MVHFH employees
	Location Description	CHDO operating assistance will take place at Habitat's main office at 720 Santa Fe.
	Planned Activities	Assistance is getting families qualified for HOME-assisted building single family building projects.
3	**Project Name**	Habitat for Humanity SFD Acquisition/ New Construction
	Target Area	Citywide
	Goals Supported	Access to Affordable Housing
	Needs Addressed	Housing Needs Economic Development
	Funding	HOME: $300,000
	Description	In Las Cruces, NM, the Land Acquisition/ New Construction project will utilize $90,000 in CHDO reserve funds to assist in meeting the City's >15% CR requirement.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Up to 5 low-income households, below 80% AMI will be assisted.
	Location Description	Land Acquisition and Single Family New Const scattered sites tentative in the Dos Suenos, Metro Verde and other nearby subdivisions.
	Planned Activities	Habitat for Humanity Property Acquisition and Single Family New Construction
4	**Project Name**	HOME TBRA
	Target Area	Citywide

	Goals Supported	Access to Affordable Housing Access to Health and Safety Prevent and reduce homelessness
	Needs Addressed	Housing Needs Homeless Needs and Services
	Funding	HOME: $258,923
	Description	In Las Cruces, NM, HOME Funds will be used to provide Tenant Based Rental Assistance for clients with special needs. PROGRAM INCOME Admin funds may also be used to support the program.Funds are being provided to La Casa and Mesilla Valley Community of Hope
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approx. 10 households experiencing domestic violence and 10 households experiencing homelessness
	Location Description	Scattered sites
	Planned Activities	Tenant Based Rental Assistance including utility assistance and security deposits.
5	**Project Name**	City Home Rehabilitation
	Target Area	Citywide
	Goals Supported	Access to Affordable Housing Access to Health and Safety Enhance Quality of Infrastructure
	Needs Addressed	Housing Needs Community Services (Public Services) Community and Public Facilities
	Funding	CDBG: $474,000
	Description	In Las Cruces, NM, CDBG funds will be used for preserving affordable housing stock, mobile home ramp installations, and mobile home utility upgrades. National Objective LMH, CDBG Activity Code 14A.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 25 households at 80% AMI or less will benefit. Households are selected off annual waiting lists.

	Location Description	Scattered Site
	Planned Activities	Homeowner Rehabilitation, Mobile Home Ramp Program, and Mobile Home Utility Upgrades for households at 80% AMI or less.
6	**Project Name**	CDBG Public Services
	Target Area	Citywide
	Goals Supported	Access to Health and Safety Prevent and reduce homelessness
	Needs Addressed	Community Services (Public Services) Community and Public Facilities Homeless Needs and Services
	Funding	CDBG: $170,000 Health Related Public Services: $600,000
	Description	In Las Cruces, NM, 5 agencies will be provided public services funding. Mesilla Valley Community of Hope, Jardin De Los Ninos, Casa de Peregrinos, La Casa Inc, Catholic Charities and MVCASA.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Mesilla Valley Community of Hope will assist approx. 530 people to benefit Jardin De Los Niños will assist approx. 220 children to benefit Casa de Peregrinos will assist approx. 18,000 people to benefit MVCASA will assist approx. 200 children will be assisted La Casa, Inc. will assist approx. 500 victims of DV will be assisted. Catholic Charities will assist approx. 60 people to benefit
	Location Description	Citywide. All public service activities will be provided in the City of Las Cruces. The majority of service providers are located at 999 W. Amador,Las Cruces, NM on the Mesilla Valley Community of Hope homeless campus. La Casa is a domestic violence emergency shelter located at another city owned facility (Address suppressed). MV CASA provides case advocacy across the 3rd district court jurisdiction. Catholic Charities will office is located at 125 West Mountain Avenue.

	Planned Activities	Program Year 2024 Public services funding to non-profit agencies to provide a variety of services including homeless services, emergency shelter for victims of domestic violence, childcare services, and advocacy for abused and neglected children and food rescue and distribution. • Mesilla Valley Community of Hope will provide homeless day shelter services, housing assistance, mail, showers etc. • Jardin De Los Ninos will provide childcare services to homeless and near homeless children. • Casa de Peregrinos will conduct food rescue to supplement their food distribution program. • La Casa Inc will provide emergency shelter services for victims fleeing domestic violence. • MV CASA will provide case advocacy for abused and neglected children who are part of the foster care system in the 3rd district court system. Catholic Charities will provide subsistence Payments to homeless and low-income families.
7	**Project Name**	Jardin de los Ninos Roof Replacement
	Target Area	Citywide
	Goals Supported	Access to Health and Safety Enhance Quality of Infrastructure
	Needs Addressed	Community Services (Public Services) Community and Public Facilities Public Improvements and Public Infrastructure
	Funding	CDBG: $278,500
	Description	Public Facility Rehabilitation roof replacement at 999 W. Amador Ave, Suite E. Jardin de Los Ninos provides day care services for homeless and near homeless children ages 6 months to 10 years of age.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approx 220 homeless and near homeless children.
	Location Description	999 W Amador Ave., Suite E, Las Cruces, NM 88005

	Planned Activities	Public Facility Rehabilitation.â¿¯ Roof Replacement
8	**Project Name**	Abode, Inc.
	Target Area	Citywide
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Community Services (Public Services) Community and Public Facilities Public Improvements and Public Infrastructure Homeless Needs and Services
	Funding	CDBG: $42,000
	Description	Upgrade to refrigerated air conditioning.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 formerly chronically homeless individuals live at this facility.
	Location Description	1843 & 1845 Sexton St. Las Cruces NM 88001
	Planned Activities	Convert to refrigerated air conditioning.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Las Cruces does not target funding or programs to specific geographic areas within the City. Funds are allocated based upon need, priorities, and goals.

The City started a pilot program called Lift Up Las Cruces that would target investment in the census tract with the highest poverty concentration and violent crime.

Lift Up Las Cruces is a multi-departmental effort of the City of Las Cruces to improve neighborhoods one at a time. The annual program identifies needs or concerns within a neighborhood and allows the City to focus the limited resources in one place to make a larger impact. The selection process was determined by focusing on the neighborhood with the higher-than-average amount of crime rate and poverty rate. The boundaries of the first neighborhood that we focused on stretch from Solano Drive to Triviz Drive and from Madrid Avenue to Spruce Avenue. We hosted a kick-off block party, which featured various departments from the City, as well as community services, aiming to connect with the residents of the neighborhood and educate them about the services provided. The first Lift Up neighborhood has achieved significant milestones, including hosting multiple music events in the parks, facilitating connections between residents and local resources, and implementing infrastructure improvements.

The City of Las Cruces has chosen the next Lift Up Neighborhood and is currently initiating program activities. We have distributed preliminary surveys to residents to gather input on recommended improvements, such as street enhancements, resource accessibility, and increased police presence. We intend to host a block party on the third weekend of May to engage and inform residents.

HUD Funds are not being used for LIFT UP LAS CRUCES at this time

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's primary method of allocating CDBG and HOME dollars is to assist low to moderate income and special needs populations. To the extent that specific geographic areas have greater needs than other areas in the City and /or if service and housing organizations are in certain areas, they will receive a larger proportionate share of the funding. For sidewalk improvements, the City will focus on the geographic areas where sidewalks, curb cuts and related ADA accommodations are lacking. Finally, to

provide affordable rental and single-family housing, the City's dollars will be allocated in areas of new development where affordable housing is lacking and/or infill areas that can accommodate affordable housing.

Discussion

All priority needs, goals and projects are designed to serve the geographic distribution area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The following impediments or potential barriers to affordable housing were identified in the 2021-2025 Analysis of Impediments to Fair Housing Choice.

IMPEDIMENT 1: LACK OF KNOWLEDGE ABOUT FAIR HOUSING ROLES AND RESPONSIBILITIES OF CONSUMERS AND PROVIDERS.

IMPEDIMENT 2: DISCRIMINATION BY PROPERTY OWNERS AND MANAGERS, AGAINST PERSONS WITH DISABILITIES AND/OR HOUSING VOUCHER PROGRAMS LIMITS THESE GROUPS FROM EQUAL ACCESS TO HOUSING.

IMPEDIMENT 3: THE INCREASING COST AND SCARCITY OF BOTH RENTAL AND FOR SALE HOUSING DISPROPORTIONATELY IMPACTS LOW INCOME HOUSEHOLDS AS QUANTIFIED IN THE CONSOLIDATED PLAN AND THE HOUSING CONCERNS SECTION OF THE ANALYSIS OF IMPEDIMENTS.

IMPEDIMENT 4: LOAN DENIAL RATES REMAIN RELATIVELY HIGH FOR SOME RACIAL/ETHNIC GROUPS.

For a thorough analysis, please see the Section AP-55 Appendix Attachment.

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	25
Special-Needs	0
Total	35

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	5
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	35

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing remains a key focus for the City of Las Cruces across its proposed funding and partnership initiatives.

AP-60 Public Housing – 91.220(h)

Introduction

The Mesilla Valley Housing Authority owns 248 units of public housing in four developments in Las Cruces and has no plans to dispose of units in the next five years. Tres Arboles is a 64-unit family property, San Pedro Place is 38 units of senior and disabled housing, Walnut Grove is 99 units of family housing, and Jardines Alegres is 47 units of elderly/disabled housing. All are low density properties that stay mostly full.

Actions planned during the next year to address the needs to public housing

The Mesilla Valley Public Housing Authority intends to conduct demolition and/or disposition, conversion of Public Housing to Tenant-Based Assistance, conversion of Project-Based Assistance under RAD, and employ Project-Based vouchers to fulfill the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families in Las Cruces.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has a Resident Council. The Housing Authority has worked with private and public developers of housing to partner on Low Income Housing Tax Credit developments to expand the inventory of affordable rental properties available in Las Cruces.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

n/a

Discussion

The Mesilla Valley Public Housing Authority recently completed a public housing plan to continue serving the needs of low- income, very low- income, and extremely low- income families in Las Cruces. In it, the Housing Authority has committed to expanding initiatives around Public Housing to Tenant-Based Assistance, conversion of Project-Based Assistance under RAD, and employment of Project-Based vouchers.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Persons who are homeless and at-risk of homelessness in Las Cruces will be primarily assisted by the City through the provision of CDBG Public Services funds to homeless service and housing providers. Funds administered by the City of Las Cruces for activities that assist the homeless include the use of CDBG funds for public service activities, HOME funds for Tenant Based Rental Assistance, and HOME funds for eligible housing development activities. These agencies provide a variety of services including a homeless day shelter for services provided, homeless medical clinic, homeless childcare, legal services for homeless and near homeless, and funding to an emergency shelter for victims of domestic violence.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Program Year 2024 Public services funding to non-profit agencies to provide a variety of services including homeless services, emergency shelter for victims of domestic violence, childcare services, and advocacy for abused and neglected children and food rescue and distribution.

- Mesilla Valley Community of Hope will provide homeless day shelter services, housing assistance, mail, showers etc.
- Jardin de los Ninos will provide childcare and theraputic early intervention services to homeless/near homeless and abused children.
- Casa de Peregrinos will conduct food rescue to supplement their food distribution program.
- La Casa Inc will provide emergency shelter services for victims fleeing domestic violence.
- Mesilla Valley CASA will provide case advocacy for abused and neglected children who are part of the foster care system in the 3rd district court system.
- Catholic Charities will provide direct assistance to currently enrolled Las Cruces Public School District middle school and high school students who are homeless.

Mesilla Valley Community of Hope will assist approximately 550 persons. Jardin de los Ninos will assist approximately 220 children. Casa de Peregrinos will assist approximately 18,000 households. La Casa Inc will assist approximately 500 homeless victims of domestic violence. Mesilla Valley CASA will assist approximately 200 children. Catholic Charities will assist approximately 60 high school students.

The City of Las Cruces provided funding for the Desert Hope, a 40-unit permanent supportive housing that was recently completed. The numbers of rent burdened households indicate the tight market for affordable rentals. With the short supply of affordable units in the Las Cruces rental market, any new affordable units constructed that are targeted to the lowest income will be absorbed rapidly in the

current market. Additionally, the COVID-19 pandemic has only exacerbated the need for more affordable, quality rental units in Las Cruces. The City of Las Cruces will also continue to coordinate with a broad regional approach - Dona Ana County operates a crisis intervention center, and the City Council is aiming to create a behavioral health district which will help with discharge services.

The City of Las Cruces is currently in the preliminary design phase of the Amador Crossing Apartments. Amador Crossing is a 50-unit permanent supportive housing (PSH) complex comprising a mix of single room occupancy and one-bedroom units. The complex will accommodate a diverse population, including chronically homeless residents and voucher holders. Located at 1101 W. Amador, Amador Crossing is within the Mesilla Valley Community of Hope Campus (MVCH). This strategic placement within the MVCH campus ensures easy access for residents to the campus's other five agencies, offering supportive services such as case management, food distribution, and a healthcare clinic.

Amador Crossing aims to create an inviting and comforting environment for the unhoused and at-risk community. It will provide a safe space for residents to heal, stabilize, and grow.

Addressing the emergency shelter and transitional housing needs of homeless persons

La Casa domestic violence shelter can shelter up to 80 people and approximately 26 children for up to 90 days. This includes both men, women, and families. La Casa has transitional housing units which they own (5 units which are scattered site units). It provides non-residential support as well. The shelter itself is typically full about 80% of the time. The shelter expanded in 2009 due to an increasing need to assist more female and male victims of violence. The agency's transitional housing program assists 10 families with tenant based rental assistance through the Continuum of Care process. Residents and those seeking services must have proof of documentation or they cannot be assisted, which agency staff identifies as an issue for undocumented community members in need. The tenant based rental assistance provided through HOME funds allows up to 24-month stay. La Casa also provides non-residential counseling/case management, legal advocacy, immigration specialists to determine status, and a court ordered batterer program. La Casa has an MOU with Catholic Charities who can help undocumented persons and immigrants in Las Cruces.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Las Cruces and its partners provide a continuum of homeless facilities and services for

individuals and families experiencing homelessness and those who are at risk of becoming homeless. Programs provided through the Continuum of Care include emergency shelter, supportive services, transitional housing, permanent supportive housing and Housing First (Rapid Rehousing). The New Mexico Coalition to End Homelessness (NMCEH) takes the lead in developing New Mexico's Continuum of Care Plan. NMCEH convenes and manages the Continuum of Care planning process and the Mesilla Valley Community of Hope provides multiple services for the homeless and chronically homeless population in Las Cruces.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Las Cruces and its partners provide a continuum of homeless facilities and services for individuals and families experiencing homelessness and those who are at risk of becoming homeless. Programs provided through the Continuum of Care include emergency shelter, supportive services, transitional housing, permanent supportive housing and Housing First (Rapid Rehousing). The New Mexico Coalition to End Homelessness (NMCEH) takes the lead in developing New Mexico's Continuum of Care Plan. NMCEH convenes and manages the Continuum of Care planning process and the Mesilla Valley Community of Hope provides multiple services for the homeless and chronically homeless population in Las Cruces.

Discussion

Coordinated efforts to provide funding and facilities to the non-profit agencies providing housing and needed services to the homeless population in the City of Las Cruces are on-going. City staff participates in regularly scheduled meetings to discuss facilities provided by the City and services to the homeless population. Opportunities to increase and improve services and address needs to the homeless population are discussed at various levels. On-going technical assistance is provided to the various agencies providing services to the homeless.

Other Special needs: As part of the 2024 Action Plan the City will be funding an 80-unit LIHTC project for the elderly and/or persons with disabilities.

In addition to Program Year 2024 CDBG public services funding, the City funds other services through its general fund for non-homeless special needs. City provided services through Senior Programs include at-home services, nutritional meals, and recreational programs including Meals on Wheels, Congregate Meals and case management. Mobile Integrated Healthcare (MIH) is also offered thru the Fire department. MIH focuses on elderly, frail elderly and the disabled citizens who fall regularly and utilize

the 911 system for assistance. Paramedics and social workers assist and navigate citizens to health and human resources to solve their healthcare problems.

The City also funds a broad range of services through its Health Care fund in PY2024 the City allocated approximately $600,000 in social service funding to areas non-profit agencies to provide a variety of support services to special needs populations. Services include healthcare, student mentorships, childcare for high risk students, services for cancer patients, food, housing, hospice, legal assistance, diabetes education and veterans case management.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

IMPEDIMENT 1: LACK OF KNOWLEDGE ABOUT FAIR HOUSING ROLES AND RESPONSIBILITIES OF CONSUMERS AND PROVIDERS.
ANALYSIS: Roles and responsibilities of both consumers and housing providers under federal and local Fair Housing rules can be complex and often up-to-date, accurate information is not readily available. Qualitative research through stakeholder interviews, community focus groups, and an online community survey revealed that Fair Housing laws are not widely known, and many community residents don't know who to turn to if they have questions or issues in Las Cruces. The City and many community organizations that work with housing issues report that they do train staff, but general awareness regarding Fair Housing in the community is low. The City would like to increase Fair Housing awareness, roles, and responsibilities for both consumers and providers. The actions outlined below are intended to increase the knowledge base of both consumers and producers.

IMPEDIMENT 2: DISCRIMINATION BY PROPERTY OWNERS AND MANAGERS, AGAINST PERSONS WITH DISABILITIES AND/OR HOUSING VOUCHER PROGRAMS LIMITS THESE GROUPS FROM EQUAL ACCESS TO HOUSING.
ANALYSIS: Key informants, community surveys and public meeting comments point to instances of discriminatory practices for individuals and households who have a member with a disability and/or a receipt of a housing voucher. Community focus groups and the community survey revealed that there is a significant stigma about people who have a housing voucher through the Section 8 or other programs. Many private landlords refuse to rent to those who have a housing voucher and with limited public housing options, many eligible individuals who have a housing voucher cannot find adequate housing. Additionally, many of the rental properties in Las Cruces are not accessible and many landlords are reluctant to allow tenants to make modifications to the property. There were several fair housing complaints filed with HUD involving individuals with disabilities.

IMPEDIMENT 3: THE INCREASING COST AND SCARCITY OF BOTH RENTAL AND FOR SALE HOUSING DISPROPORTIONATELY IMPACTS LOW INCOME HOUSEHOLDS AS QUANTIFIED IN THE CONSOLIDATED PLAN AND THE HOUSING CONCERNS SECTION OF THE ANALYSIS OF IMPEDIMENTS.
ANALYSIS: Approximately half of all renters in Las Cruces have one of the four housing issues identified by HUD in the Consolidated Plan (cost burden, overcrowding or lack of kitchen or plumbing). Households learning less than 50% AMI are more likely to experience cost burden and severe cost burden than those earning high incomes, especially among renters. There is a severe lack of quality affordable rental units in Las Cruces and a hot housing market is only increasing the median sale price of homes in the City making homeownership harder for households earning less than the median income. The housing gap charts show that a major barrier to Fair Housing Choice is the lack of units available to households with limited incomes. The lack of affordable units, results in many residents who are cost burdened and cannot afford the units available in the market.

IMPEDIMENT 4: LOAN DENIAL RATES REMAIN RELATIVELY HIGH FOR SOME RACIAL/ETHNIC GROUPS. Analysis: Although HMDA data is not conclusive, it does show some racial/ethnic groups may struggle more on the dream of homeownership. Loan denial rates show that American Indian or Alaska Native, Hispanic, and women have slightly higher loan denial rates than other groups. Table 39 shows underlying systemic racism that had hurt people of color for decades. Black or African America and American Indian or Alaska Native individuals are more likely to get denied a loan due to credit history.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

For a thorough analysis, see the Section AP-75 Appendix Attachment.

Discussion:

The City of Las Cruces will work to ensure the goals and strategies of affiliated partners, such as the Elevate Las Cruces Comprehensive Plan and the Mesilla Valley Housing Authority's Housing Plan, are collaborative with the goals and strategies laid out in the Consolidated Plan project.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Las Cruces identifies several special needs groups that are served in a variety of settings. These populations include persons with physical disabilities, intellectual and developmental disabilities (IDD), mental health disabilities, substance use disorders (SUD), elderly, frail elderly, people with HIV/AIDS, victims of domestic violence, veterans, at-risk youth, migrant/seasonal workers and their families, and immigrant populations. Special needs communities often encounter financial barriers and access/availability of appropriate housing and services.

Actions planned to address obstacles to meeting underserved needs

Housing services:

- Emergency Financial assistance – rental and/or mortgage and utility assistance.
- HOPWA (Housing Opportunities for Persons with AIDS) – long term or short-term assistance for partial or full housing assistance which is determined by need, income, and availability.

Other supportive services:

- Medical and Non-medical case management services
- Early intervention services (EIS)
- ADAP – AIDS Drug Assistance Program
- AIDS Pharmaceutical Assistance
- Health Insurance Premium assistance
- Co-pay assistance for contracted HIV providers and lab visits
- Oral health care
- Food Bank/Food cards
- Medical Transportation (travel reimbursement/bus pass)
- Health education/Risk Reduction
- Referrals for Substance use, Harm Reduction, Behavioral Health, Nutrition, Psychosocial Support Services

Client's must be enrolled into Ryan White Services to be eligible to receive supportive services (this does not include HOPWA). Client's must be under the 400% FPL, a resident of New Mexico and be diagnosed with HIV to qualify. Once enrolled into services, a medical case manager will meet with the client to complete a detailed assessment of the client's needs. The assessment is then utilized to complete an acuity scale which is then used to determine the supportive services the client needs.

Actions planned to foster and maintain affordable housing

HOME and CDBG funds will be used to construct new for-sale housing, preserve existing affordable owner-occupied housing, and provide TBRA. The City of Las Cruces works with the local housing authority, nonprofit housing agencies and private developers to expand and preserve the affordable housing stock in Las Cruces. With Council approval, and partnering with Qualified Grantees, the City of

Las Cruces' Affordable Housing Trust fund, provided funding to assist with multi-family development projects, including 3.4 M to The Three Sisters family complex, 3M to the Pedrena Senior Apartment complex and a future commitment of 6 M to the Peachtree Canyon Apartments. This influx of funding will help bring and estimated 294 affordable housing units to the City. Construction on all three complexes is anticipated to begin the second half of program year 2023. The City has also allocated a future preliminary award amount of 6 M for Peachtree Canyon Phase II, subject to the project receiving a tax credit funding allocation for an additional 144 units.

Actions planned to reduce lead-based paint hazards

Through the City's home rehabilitation program, homeowners occupying units with lead-based paint will have the hazard removed when their units are rehabilitated. This program only benefits low to moderate income owners in the City. Through the creation of new affordable rental and owner-occupied housing, families and individuals occupying units with lead-based paint will have greater opportunities to relocate into lead-free units.

Actions planned to reduce the number of poverty-level families

The City of Las Cruces wants to address poverty by providing access to affordable housing, revitalizing neighborhoods, and developing mixed use sites throughout the city. This plan will serve as the launching pad for an anti-poverty strategy. It is through housing the city can fulfill its anti-poverty initiatives, while making the city more desirable from a housing market and business development standpoint. In PY2022 voters approved a 6 million General Obligation Bond to secure funding for affordable housing. For every dollar of city investment, four dollars of non-city investment are secured. This goal also aligns with the city's Elevate comprehensive plan, which identified goals of Economic Equity, Attainable Housing, Serving Underserved Populations, Diversification, and Entrepreneurship.

Actions planned to develop institutional structure

The City of Las Cruces is making substantial changes to its Las Cruces Development Code which is slated for adoption in the Fall of 2024. The intent of the code modification is to achieve sustainable growth as established by the Elevate Las Cruces Comprehensive Plan and its Future Development Map. Elevate Las Cruces recommends that the City revise its Land Development Code to implement form-based concepts, context sensitive development strategies, and incorporate more flexibility in uses and densities throughout the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will provide public service funding over the next year to local non-profit funds for agencies that serve special needs populations, primarily to the homeless, victims of domestic violence, the disabled,

and low-income youth and young adults. Additionally, the City will provide HOME funds to private, non-profit housing providers for the development of single-family housing and affordable rental development(s).

The City of Las Cruces requires that no more than 50% of CDBG funds may be dedicated to infrastructure, public facilities, or economic development activities that result in capital or facility improvements and that the remaining 50% or more may come from other sources. Other sources can include other federal, state, local, and private funds. For improvements made to City-owned facilities that are occupied by non-city operated programs, the other 50% must come from other federal, state and private (non-City of Las Cruces) sources or will provide full funding from CDBG funds with 50% of the funding provided as loan, resulting in program income upon payback.

Discussion:

The City of Las Cruces' strategy to foster economic growth by supplying accessible mixed use housing and business opportunity sites will ensure the needs of its most vulnerable populations are met while keeping an eye on growing the City in a sustainable fashion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

As a participating jurisdiction the allocation of CDBG and HOME funds provided to the City of Las Cruces are used in accordance with the guidelines provided by the specific programs. Projects are selected based upon need, capacity, and funding availability. See Discussion for more detail.

The City of Las Cruces adheres to HUD regulations for monitoring requirements and has an adopted Evaluation & Monitoring Guide which identifies the methods in which applications and agencies will be determined to be evaluated each year. In addition to the Evaluation Guide, which determines the number of monitoring reviews that are to be accomplished each year, the Program Monitoring and Compliance staff is charged with conducting the monitoring visits for each agency including sub-recipients, sponsors or administering agents each year as applicable. The monitoring conducted includes both financial and programmatic review in accordance with the requirements of the CDBG, HOME, and applicable OMB circulars. This is in addition to technical assistance provided by the City's HOME, CDBG and Permanent Supportive Housing Program staff.

Goals and objectives identified in the Consolidated Plan are reviewed prior to awarding funds for proposed plans and projects to ensure that the proposed project meets identified goals and objectives of the plan. This process includes underwriting and risk assessments. To ensure timeliness of project expenditures City staff review applicable IDIS reports for HOME and CDBG projects. Written agreements with outside agencies for all programs include specific expenditure requirements as well as project completion deadlines. For HOME projects City staff follows additional guidelines per CPD notice 07-06.

To perform the actual monitoring visit, City staff use Community Planning and Development (CPD) Handbook guideline/exhibit information as applicable for both HOME/CHDO, CDBG, and CDBG Public Services as required in the regulations for each of the programs.

Generally, for all on-site reviews there is a full record(s) review (review of program participant eligibility and supporting documentation), a complete Housing Quality Standards (HQS) for HOME multi-family, TBRA, and SHP rentals, and a walk-through of HOME single-family homes under construction or un-occupied, but where construction has been completed. These on-site inspections ensure long-term compliance with housing codes. If there are problems or issues beyond Program staff's expertise, other City Departments may be contacted. Once the review is complete, a written follow-up letter is provided to the agency, noting any Findings, Concerns, Observations, and/or to the Sub-recipient, with appropriate due dates for correction/compliance as applicable.

For Program Year 2023, City staff began scheduling on-site monitoring visits the 3rd quarter of the

program year per the monitoring schedule spreadsheet for the programs. Normally, monitoring is complete for all projects during the first quarter of the next program year.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	35,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**35,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   none

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follow

   The City files a Deed Restriction and Covenants agreement against the units that are HOME-assisted

via grants for the acquisition of land and new construction of individual single family owner-occupied units. Following a resale provision, during the period of affordability, that restricts the purchase price and ensures the original HOME-assisted owner a fair return on investment.

HOME Funding numbers are as follows:

- Fiscal year HOME allocation – $581,581
- Program income - $55,000
- Repayments - $0
- Recaptured funds in local account - $0

The full resale provisions detailed in the Deed Restriction and Covenants agreement filed against the HOME-assisted units can be found in the Appendix attached in the Grantee Unique Appendices of this document.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   For single-family owner-occupied units that are provided HOME funds for direct down payment, the City files a Deed Restriction and Restrictive Covenants agreement that contains resale/recapture provisions.

   The City's resale recapture requirements are provided in the Appendix.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not have plans in place at this time to use HOME funds for the refinancing of existing debt secured by multifamily housing that is rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   n/a

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   n/a

The City of Las Cruces follows a Standard Operating Procedure for competitive Requests for Proposals (RFPs) that is in accordance with 2 CFR Part 200 and the City's Procurement Code 24.92. RFPs for CDBG and HOME applications will be publicized annually, and all evaluation factors and their relevant importance will be included. Applicants must first submit a standardized RFP/ Letter of Intent (LOI) which must be received by the published deadline. Staff will review submitted LOIs for terms and conditions of the RFP, grant program guidelines and registration and debarment, and applicable program regulations. Each applicant will be notified in writing of acceptance or rejection of the LOI. If accepted, City staff will inform an applicant for which program the LOI will be considered and provide a blank RFP application for that program to the applicant.

RFPs are accepted each year for CDBG Public Services, and all other HOME and CDBG activities. Each will be reviewed for technical, subjective and risk analysis by City staff according to program guidelines. At completion of the review, City staff will present a CDBG & HOME summary to the Administering Department Director for review and concurrence. City staff will issue a preliminary funding award letter, subject to City Council final approval, or issue a letter of rejection. After council action is completed, City staff will notify each applicant of formal City Council action and the award amount. CDBG Public Services applications are processed for recommended approvals by the Health and Human Services Advisory Committee.

For Program Year 2024 funding, the City of Las Cruces published a notice of funds available and the RFP process that let applicants know that the RFP LOI would be available on October 5, 2023. LOIs were due back to the City no later than 4:30 pm on October 19th, 2023. City staff reviewed LOIs, notified applicants who were eligible to submit an RFP for a specific project or program, and City Council approved projects and the Annual Action Plan on May 06, 2024.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Proposed Actions the City will take to address Impediment 1:

- The City will continue to be a partner with other agencies and programs to increase awareness of Fair Housing Laws and policies including those at the Federal level, State level and local level. The City will provide an updated Fair Housing website as part of the Las Cruces web portal. The Fair Housing website will contain necessary information in English and Spanish including Fair Housing Laws and Ordinances as well as information on agencies to contact and the steps needed to file a complaint. It will also contain the City's adopted Analysis of Impediments to Fair Housing Action Plan. The City will provide Fair Housing materials and all other informational documents related to its Community Development activities and reports in alternative formats if requested by a disabled person. Ongoing.
- As the administrator and technical assistance provider for Federal and local housing programs the City's Housing and Neighborhood Services Section will work with subgrantees as well as private housing providers to ensure that housing consumers are dealt with in a non-discriminatory fashion as defined by Fair Housing rules. The City will provide printed and electronic information to landlords and property managers that they can pass on to prospective tenants and purchasers. This information will be a summary of the information contained on the City's Fair Housing website. Fair Housing information will be made available in alternative formats upon request. Ongoing.
- The City's Housing and Neighborhood Services Section will partner with professional associations and fair housing agencies to provide community forums and meetings educating citizens on Fair Housing laws and their importance in ensuring equal access to housing and the programs and services the City provides. The City of Las Cruces Fair Housing Ordinance (Chapter 13: Article I) will also be explained and highlighted at public Fair Housing events. Annually.

Proposed Actions the City will take to address Impediment 2:

- The City's Housing and Neighborhood Services Section will continue its outreach and educational efforts to inform builders, property owners and landlords of the provisions and requirements that must be met in providing equal access to housing for the protected classes of people outlined above. The educational effort will include providing written and electronic information on how housing providers can ensure that advertising, screening processes, lease policies, and general interactions with those seeking housing are treated equally. The City educational effort will also include information for builders on ways to address accessibility requirements through the design and construction of accessible, adaptable units. The City will continue to partner with other agencies serving the Las Cruces area to educate property owners, Mesilla

Valley Public Housing Authority, managers, and builders on their Fair Housing responsibilities. Partner agencies may include Las Cruces Homebuilders Association, Las Cruces Association of Realtors, New Mexico Human Rights Division, and local community organizations with involvement in Fair Housing Activities. Ongoing.

- Through online and printed Fair Housing materials, the Administering Department Director or designee, will assist complainants who wish to file a discrimination complaint, in filing the necessary forms and providing guidance and referrals on the process the City and other state and federal agencies will utilize in responding to complaints. Ongoing.
- The City will post Fair Housing Information at all facilities controlled by the City of Las Cruces. This effort will be extended to City subgrantees which provide housing services. Those agencies will be required to post the Fair Housing sign at all housing facilities assisted with local or federal funds. Ongoing.
- The City will enforce its Fair Housing Ordinance in cases of discrimination as prescribed in the Ordinance. Ongoing.
- The City will provide technical assistance and oversight to CDBG and HOME subgrantees to ensure that each agency has a compliant Affirmatively Furthering Fair Housing Marketing Plan (AFFHMP), if applicable. The City will monitor the use of the agency AFFHMP to determine the success of subgrantees in using the plan to encourage participation in housing activities by underserved populations. Ongoing.
- The City will monitor its communications and public outreach and funding activities to measure the effectiveness of its AFFHMP to ensure that underserved populations are actively recruited to participate in public meetings and housing programs and activities. Annually

Proposed Actions the City will take to address Impediment 3:

- The City will examine current planning and development review procedures to provide fast tracking and concurrent review of affordable rental projects. Elevate Las Cruces has provided some guidelines on affordable housing going forward. The City will work with its stakeholders to update its Affordable Housing Ordinance that more clearly outlines what incentives, concessions and enhancements it will make available to increase the production of affordable rental housing that meets the needs of those with the greatest challenges. Annually.
- The City will continue to serve as lead convener of state level and federal agencies and private sources of capital to create a more robust set of tools to address the development cost of new housing. This enhanced finance approach will focus on Low-income Housing Tax Credits, HOME Investment Partnership Funding, various supportive housing financing sources, various tax-exempt bonds including General Obligation Bonds and affordable loans from lenders doing business in the community. Ongoing.
- The City will review density limitations, minimum lot sizes and other regulations that may constrict housing providers' ability to produce both smaller apartments and for sale homes for sectors of the market which cannot presently afford the products available in Las Cruces. Ongoing.

- Development Readiness Measures: The City through its mapping and property records system will identify vacant and underutilized residentially zoned properties in zoning areas that have adequate infrastructure to support greater densities for residential uses. This action could effectively steer development to sites that are considered suitable by the locality and expedite the pace at which affordable development occurs. Annually.
- The City will continue to provide limited financial assistance to households who qualify for long term mortgages. The City will utilize its Impact Fee Deferral policies for starter homes that meet the City definition of affordable housing. Annually.
- The City will track the numbers of those populations which receive assistance to alleviate the identified housing problems. Annually.
- The City will update its Affordable Housing Plan to review and develop strategies, goals, and measures to encourage and track the development of affordable housing in Las Cruces. 2025-2026

Proposed Actions the City will take to address Impediment 4:

- The City will support organizations that provide credit and homebuying counseling, such as Tierra del Sol to ensure that the programs are geographically targeted to areas in the community where loan denial rates are the highest.
- The City will provide educational information about how to access government sponsored and subsidized loans that have more flexible underwriting standards, as well as types of lenders to avoid.
- The City will work with lenders to ensure all lenders are trained on Fair Housing laws.

City of Las Cruces Resale Recapture Provisions 2023

The City of Las Cruces does not currently use recapture provisions for HOME-assisted activities as we are currently not providing HOME funds to direct down-payment assistance activities. The City's subrecipients of HOME-assisted activities are only allowed to follow the City's resale provisions as outlined below:

1. Resale Provisions. During the affordability period, the Lender provided the Owner consent to sell the property to another qualified low-income buyer, who will owner occupy the property, as outlined in number 3, Transfer of Property, of this Agreement, the Lender and Owner agree to the resale provisions as follows:

   Ensuring Affordability to Subsequent Buyers: If during the affordability period the property is sold to a subsequent buyer, the price at resale must ensure the original HOME-assisted Owner a fair return on investment (ie., the homebuyer's down payment plus capital improvements made to the house), while also ensuring that the property is sold at a price that is affordable to a reasonable range of low-income buyers. The Fair Return on Investment will be measured by the Consumer Price Index (CPI) for shelter over the period of ownership, for similarly sized cities, not seasonally adjusted. For purposes of calculating the fair return on investment, the types of capital improvements that the City will include in its basis for calculating fair return are limited to value added improvements such as kitchen remodel, bath remodel, new windows, new siding and the addition of living space. The homeowner must document the improvements with receipts for the improvement. The purchase price at subsequent sale during the Affordability Period is required to be at a price that is affordable to a family earning between 45-80% AMI that will not pay more than 30% of their gross income for principal, interest, taxes and insurance and that shall not exceed 95% of median purchase price limits as established by the Department of Housing and Urban Development (HUD). The percentage of AMI is based on income levels adjusted for family size established by the HUD, for the Las Cruces Metropolitan Statistical Area at the time of the proposed sale.

   It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price.

2. Resale Provisions Related to Net Proceeds: Provided that #1 immediately above is complied with, Net Proceeds due to the Owner/Seller and HOME Funds prorations credited to the new buyer are applicable in the following scenarios:
   i) Net Proceeds of New Sales Price in excess of 10% of the Original Sales Prices: If, during the Affordability Period, the Property is sold to a subsequent buyer at a sales price that is an increase of more than 10% of the original HOME-assisted Owner's sales price, the Owner/Seller shall provide a credit to the new buyer for the full amount of the HOME funds grant provided and must also provide a credit to the new buyer on the net proceeds in excess of 10% based on a prorated amount of the net proceeds due less the Owner's investment and any capital improvements. Net proceeds defined is the amount of money received by the seller from the sales transaction after deducting the costs involved in making the transaction.

ii) Net Proceeds of New Sales Price between 1% and 10% above the Original Sales Price: If, during the Affordability Period, the Property is sold to a subsequent buyer at a sales price that is an increase of 1% to 10% of the original HOME-assisted Owner's sales price, the Owner/Seller shall provide a credit to the new Homeowner for the full amount of the HOME funds grant provided and Owner/Seller may retain all other net proceeds from the sale.

iii) New Sales Price Equal to the Original Sales Price: If, during the Affordability Period, the Property is sold to a subsequent buyer at a sales price that is equal to the Owner's original sales price, the Owner/Seller shall provide a credit to the new buyer in an amount equal to the prorated amount of HOME funds provided over the Affordability Period and must also provide a credit to the new buyer based on a prorated amount of the net proceeds due.

iv) New Sales Price Less than the Original Sales Price: If, during the Affordability Period, the Property is sold to a subsequent buyer at a sales price that is less than the Owner's original sales price, the Owner/Seller shall provide a credit to the new buyer in an amount equal to the prorated amount of HOME funds provided over the Affordability Period that is based upon the percentage of decrease between the original sales price and the sales price to the subsequent owner. The Owner/Seller is entitled to any remaining net proceeds.

v) Net Proceeds – Pro-rata Calculations Defined: Net proceeds and HOME Funds credits will be prorated to the subsequent buyer based on the term of the Affordability Period and the year during the Affordability Period that the Property is being sold. For example, if the Affordability Period is five years, the proration is based on 20% per year. Likewise, if the Affordability Period is 10 years, the proration is based on 10% per year, and if the Affordability Period is 15 years, the proration is 6.67% per year. The time period for prorated amounts is calculated on the earliest whole year period from the sales date. For example, if the home is sold at 4 years and 6 months, year 4 will be considered the sale year. The chart below is provided to outline the seller/buyer proration percentages for net proceeds and HOME funds due to seller and the subsequent buyer during the term of the Affordability Period:

City of Las Cruces Resale Recapture Provisions 2023

Subsequent Sale Year	Affordability Period (years)		
	5	10	15
	Owner/Subsequent Buyer Proration (%)		
1	20/80	10/90	7/93
2	40/60	20/80	13/87
3	60/40	30/70	20/80
4	80/20	40/60	27/73
5	100/0	50/50	34/66
6		60/40	40/60
7		70/30	47/53
8		80/20	54/46
9		90/10	60/40
10		100/0	67/33
11			74/26
12			80/20
13			87/13
14			94/6
15			100/0

3. Transfer of the Property. Owner agrees that the Property may not be sold, transferred or title to the Property conveyed without Lender's prior written consent, and Lender is under no obligation to provide such consent. Lenders consent shall be granted only if new/subsequent owner meets the obligations specified above.

    a. Exception to Transfer Restriction. Notwithstanding any other provision of this Agreement, the Grant and/or Loan will not be due on transfer of the Property if (1) a transfer of the Property is the result of the death of Owner and the transfer is by devise or operation of law, (2) the transfer is to a member of Owner's immediate family ("Heir") and, for purposes of this Agreement, the term "immediate family" means parents, siblings or children only, (3) the Heir qualifies for assistance under the federal regulations governing income eligibility for the Grant and/or Loan, and (4) the Heir covenants and agrees in writing to maintain the Property as the Heir's principal residence for the remainder of the term of the Grant and/or Loan and to otherwise comply with all the terms and conditions of this Agreement.

4. Default. Owner agrees that any default under the terms of the Grant and/or Loan, as those terms are set forth in this Agreement, or under the terms of any other mortgage or encumbrance on the Property, whether superior to or junior to this Agreement, will constitute a default under this Agreement and shall cause the full amount of the Grant and/or Loan to become due and payable.

5. Right of Redemption. If this Agreement is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months.

2024 ANNUAL ACTION PLAN PUBLIC COMMENT PERIOD

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	CDBG	HOME	Benefit/Location
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Administration	$175,372	$63,658	
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Abode HVAC	$42,000		Public Facility Rehabilitation.
Home Rehabilitation (includes Mobile Home ADA Ramps)	$474,000		City wide; sites to be determined. Estimated benefit 25 households.
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The draft 2024 Annual Action Plan will be available for public review starting Monday, March 11, 2024 from 8:00 a.m. to 5:00 p.m., Monday through Friday at the Las Cruces City Hall, Housing & Neighborhood Services, 700 N. Main, Suite 1100 or City Clerk's Office, Suite 1200. It will also be on the City's website at https://www.lascruces.gov/2222/Discover-Housing-and-Community-Resources (this page is ADA compliant for the visually impaired).

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Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

City of Las Cruces

In the matter of:

2024 Annual Action Plan Public Comment Period Public Notice

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **2** time(s) in the Las Cruces BULLETIN, the first publication date being **03/08/2024,** and subsequent publications being **03/15/2024.**

Belinda Mills

Sworn to and subscribed.
before me this day **03/15/2024,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

CITY OF LAS CRUCES

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CITY OF LAS CRUCES

PLAN DE ACCIÓN ANUAL 2024 - PERIOD PARA COMENTARIOS DEL PÚBLICO

El Departamento de Desarrollo Comunitario de La Ciudad de Las Cruces ha preparado el Plan de Acción del 2024. Este es parte del Programa Anual (PY) 2021-2025 del Plan de Consolidación y Análisis de Impedimentos para la Opción de Vivienda Justa para el uso de sus Fondos para Desarrollo Comunitario y el Programa de Asociación de Inversiones (Community Development Block Grant (CDBG) y HOME Investment Partnerships Program) del Departamento de Vivienda de Los Estados Unidos y Desarrollo Urbano (HUD). La propuesta de actividades en el Plan de Acción del 2024 es para el periodo del 1ro. de julio del 2024 al 30 de junio del 2025. La propuesta del Plan de Acción del 2024 es para revisión, consideración y su adopción por medio del Concilio de la Ciudad de Las Cruces durante su reunión regular del 6 de mayo del 2024, es necesario que esta sea entregada a HUD antes del 15 de mayo del 2024.

PROPUESTA* usos de HUD los fondos para PY2024 son:

	CDBG	HOME	Beneficios/Ubicación
Cantidad de fondos anticipados para HUD*	$1,076,372	$581,581	
Programa de Cálculo de Ingresos	$35,000	$55,000	
Total de Fondos Disponible	**$1,111,372**	**$636,581**	
Administracióht	$175,372	$63,658	
Jardin de Los Ninos	$250,000		Déficit de Financiación (gap funding) para Mejoras a Instalaciones Públicas para un techo nuevo en las instalaciones de la guardería.
Abode HVAC	$42,000		Rehabilitación a Instalaciones Públicas.
Rehabilitación de Vivie-ndas (incluye Rampas ADA para CasasMóviles)	$474,000		En toda la Ciudad; se determinarán los lugares en un futuro. Se calcula que se beneficiarán 25 hogares.
Mesilla Valley Habitat for Humanity (MVHFH)		$300,000	Nueva Construcción de Viviendas para una sola familia en subdivisiones/áreas residenciales dispersas.
Mesilla Valley Community Inquilinos of Hope (TBRA)		$100,000	HOME y Programa de Ingresos-fondos para Basándose enAsistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
La Casa TBRA Inquilinos		$158,923	HOME y Programa de Ingresos-fondos para Basándose enAsistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
Mesilla Valley Habitat for Humanity CHDO OP		$14,000	Mesilla Valley Habitat for Humanity Asistencia para Operaciones 720 Santa Fe St.

CDBG Servicios Públicos Subvenciones para Agencias Sin Fines de Lucro	$170,000 que no exceda un 15%	Actividades Propuestas	Beneficiarios
Mesilla Valley Community of Hope	$30,000	03T Programas para Personas en Situación de Calle	999 West Amador Community of Hope Campus; Se calcula que 530 personas serán beneficiadas.
Jardin De Los Niños	$30,000	05T Servicios para Cuidado de Niños /guardería	999 West Amador Community of Hope Campus; Se calcula que 220 niños serán beneficiados.
Casa de Peregrinos	$30,000	05W Bancos de Alimentos	999 West Amador Community of Hope Campus. Se calcula que 18,000 personas serán beneficiadas.
MVCASA	$30,000	05N Abuso Infantil y Negligencia	2640 El Paseo. Se calcula que 200 niños serán ayudados en todas la Ciudad (Jurisdicción del Tercer Distrito Judicial).
La Casa, Inc.	$30,000	05G Agresión/ Maltrato y Abuso de Víctimas de Violencia Intrafamiliar	800 S. Walnut. Se calcula que recibirán ayuda 50 víctimas de Violencia intrafamiliar.
Catholic Charities	$20,000	05Q Pagos de Subsistencia	125 West Mountain Avenue, se benefician 60 personas.

*Los fondos están sujetos a la adopción y asignación del Presupuesto Federal. En caso de reducción de fondos CDBG, la propuesta de asignación para la Rehabilitación de Viviendas será reducida. En caso de la reducción de fondos HOME, la propuesta para asignación a La Casa , Mesilla Valley Community of Hope y Mesilla Valley Habitat for Humanity serán reducidas proporcionalmente. Si los fondos CDBG anticipados aumentan, entonces el Home Rehab recibirá incrementos proporcionales y el personal podría entonces considerar fondos para las solicitudes que no recibieron fondos. Si se anticipa que los fondos sean aumentados para el programa HOME, entonces los fondos propuestos para La Casa, Mesilla Valley Community of Hope, y Mesilla Valley Habitat for Humanity recibirán un aumento proporcional de los fondos.

NOTIFICACIÓN: También se notifica por medio de la presente que PY 2021 y PY 2022 del Plan de Acción Anual será enmendado de la siguiente manera.

Los fondos HOME con una cantidad de $200,000 serán asignados a Tierra Del Sol para desarrollo de casas para una sola familia en la Subdivisión/Área Residencial Sierra Summary, se requiere que sean transferidas a Metro Park Village Fase 4 para desarrollos de casas para una sola familia en esta área residencial. Los Fondos CDBG con una cantidad de $28,500 serán reprogramados para Jardín de los Niños -Mejoras del proyecto de esta instalación pública.

El borrador del Plan de Acción del 2024 estará disponible para revisión del público a partir del lunes 11 de marzo del 2024, de de 8:00 a.m. a 5:00 p.m., de lunes a viernes en el edificio municipal de la Ciudad Las Cruces, en el Departamento de Vivienda y Áreas Residenciales/Servicios (Housing & Neighborhood Service) que se encuentra en el 700 N. Main, Suite 1100 o en la Oficina del Secretario de la Ciudad, Suite 1200. También estará en la página de Internet de la Ciudad: at https://www.lascruces.gov/2222/Discover-Housing-and-Community-Resources (esta página cumple con acceso ADA para personas con impedimentos visuales).

El Plan de Acción del 2024 puede ser traducido, si así se solicita, para personas con Capacidad Limitada del Inglés (LEP) – para que las personas lo puedan repasar durante el periodo de comentario público. El Plan de Acción del 2024 también se puede proporcionar en otros formatos para personas con discapacidades (Ej.: Braille, letra imprenta, audio) si así se solicita.

Tres juntas públicas para recibir los comentarios acerca del Plan de Acción 2024 se llevarán a cabo junto con el Plan de Consolidación 2021-2025. Las juntas serán en persona o por internet (via Zoom) durante las siguientes fechas y horario:

- Martes 26 de marzo del 2024, 5:30 – 6:30 pm Benavidez Community Center, 1045 McClure Road
- Miércoles 27 de marzo del 2024, 5:30 – 6:30 pm Sage Café, 6121 Reynolds Dr.
- Jueves 28 de marzo del 2024, 2:30 – 3:30 pm City Hall, 700 N. Main St. Room 2007A.

Para recibir asistencia, por favor comuníquese al 575-528-3022.

Un intérprete del idioma Español estará disponible en todas las juntas, y si usted lo solicita, otros intérpretes en otros idiomas estarán también disponibles durante las juntas. Por favor pida el intérprete, así como otros requisitos para tener acceso a estas juntas, hágalo al menos con 72 horas de anticipación a las juntas. La información de la persona a la que debe llamar para este propósito se encuentra al final de este aviso.

Si usted necesita que se haga algún ajuste debido a alguna discapacidad, para que usted pueda participar completamente en este evento, por favor comuníquese con nosotros al menos con 72 horas de anticipación al evento – llamando al 575-528-3022 o TTY al 575-528-3157. La Ciudad de Las Cruces no discrimina debido a su raza, origen étnico, color, origen de su nacionalidad, sexo, orientación sexual, identidad de género, situación familiar, afiliación de su cónyuge, religión, edad o discapacidad en su empleo u otorgamiento de servicios.

Si el público no puede asistir a las juntas públicas, pueden entregar comentarios por escrito en referencia al Plan de Acción del 2024 a la Ciudad de Las Cruces durante el periodo de 30 días para comentarios, a partir del 11 de marzo y el 10 de abril del 2024.

Los comentarios públicos deben de entregarse a más tardar el miércoles 10 de abril del 2024 a las 5:00 p.m.

Los comentarios por escrito de deben enviar por medio de los siguientes métodos:

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Por correo electrónico: fairhousing@lascruces.gov
Por teléfono: 575-528-3022 (voz) o 575-528-3157 (TTY-hearing impaired)

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

CITY CLERK'S OFFICE
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City Of Las Cruces
Po Box 20000
Las Cruces NM 88004-9002

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MAR 18 2024
CITY CLERK'S OFFICE

STATE OF WISCONSIN, COUNTY OF BROWN

The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/10/2024

and that the fees charged are legal.
Sworn to and subscribed before on 03/10/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 1-7-25

Publication Cost:	$2018.40	
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Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF LAS CRUCES

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*Funding is subject to the adoption of a Federal Budget and allocation. In the event of reduced CDBG funding the proposed Home Rehabilitation allocation will be reduced. In the event of reduced HOME funding proposed to La Casa, Mesilla Valley Community of Hope, and Mesilla Valley Habitat for Humanity, will be reduced proportionally. If anticipated CDBG funding is increased the Home Rehab will receive a proportional increase and staff may consider funding for unfunded applications. If anticipated, HOME funding is increased the proposed funding to La Casa, Mesilla Valley Community of Hope, and Mesilla Valley Habitat for Humanity will receive a proportional increase in funding.

NOTICE IS ALSO HEREBY GIVEN THAT THE PY 2021 & PY 2022 ANNUAL ACTION PLANS ARE BEING AMENDED AS FOLLOWS:

HOME funds in the amount of $200,000 allocated to Tierra Del Sol for single family development in the Sierra Summary Subdivision are requested to be transferred to the Metro Park Village Phase 4 Subdivision for single family development.

CDBG Funds in the amount of $28,500 will be reprogramed to Jardin de los Ninos public facility improvement project.

The draft 2024 Annual Action Plan will be available for public review starting Monday, March 11, 2024 from 8:00 a.m. to 5:00 p.m., Monday through Friday at the Las Cruces City Hall, Housing & Neighborhood Services, 700 N. Main, Suite 1100 or City Clerk's Office, Suite 1200. It will also be on the City's website at https://www.lascruces.gov/2222/Discover-Housing-and-Community-Resources (this page is ADA compliant for the visually impaired).

The 2024 Action Plan can be translated, upon request, for Limited English Proficient (LEP) persons for review during the public comment period. The 2024 Action Plan can also be provided in alternate formats for the disabled (i.e. Braille, large print, audio tape) upon request.

Three public hearings to receive comments on the 2024 Action Plan will be held in conjunction with the 2021-2025 Consolidated Plan. In person and online (via zoom) meetings will be held on the following dates and times:

- Tuesday, March 26, 2024, 5:30 – 6:30 pm Benavidez Community Center, 1045 McClure Road
- Wednesday, March 27, 2024, 5:30 – 6:30 pm Sage Café, 6121 Reynolds Dr.
- Thursday, March 28, 2024, 2:30 – 3:30 pm City Hall, 700 N. Main St. Room 2007A.

For assistance, please contact 575-528-3022.

A Spanish interpreter will be available at all meetings and, upon request, interpreters for other languages can also be made available during the hearings. Please make any language and format accommodation requests at least 72 hours in advance of the scheduled hearings to the person of contact listed at the bottom of this announcement.

If you need an accommodation for a disability, to enable you to fully participate in this event, please contact us 72 hours before the event at 575-528-3022 or TTY at 575-528-3157. The City of Las Cruces does not discriminate based on race, ethnicity, color, national origin, sex, sexual orientation, gender identity, familial status, spousal affiliation, religion, age or disability in employment or the provision of services.

If the public is unable to attend the public hearing, they may submit written comments concerning the 2024 Annual Action Plan to the City of Las Cruces during the 30-day public comment period between March 11 and April 10, 2024.

Public comments must be submitted by Wednesday, April 10, 2024 at 5:00 p.m.

Written comments may be submitted via any of the following methods:

By Mail: City of Las Cruces
Housing & Neighborhood Services
ATTN: 2024 Action Plan
P.O. Box 20000, Las Cruces, NM 88004
By E-mail: fairhousing@lascruces.gov
By Phone: 575-528-3022 (voice) or 575-528-3157 (TTY-hearing impaired)

PLAN DE ACCIÓN ANUAL 2024 – PERIOD PARA COMENTARIOS DEL PÚBLICO

El Departamento de Desarrollo Comunitario de la Ciudad de Las Cruces ha preparado el Plan de Acción del 2024. Este es parte del Programa Anual (PY) 2021-2025 del Plan de Consolidación y Análisis de Impedimentos para la Opción de Vivienda Justa para el uso de sus Fondos para Desarrollo Comunitario y el Programa de Asociación de Inversiones (Community Development Block Grant (CDBG) y HOME Investment Partnerships Program) del Departamento de Vivienda de Los Estados Unidos y Desarrollo Urbano (HUD). La propuesta de actividades en el Plan de Acción del 2024 es para el periodo del 1ro. de julio del 2024 al 30 de junio del 2025. La propuesta del Plan de Acción del 2024 es para revisión, consideración y su adopción por medio del Concilio de la Ciudad de Las Cruces durante su reunión regular del 6 de mayo del 2024, es necesario que esta sea entregada a HUD antes del 15 de mayo del 2024.

PROPUESTA* usos de HUD los fondos para PY2024 son:

	CDBG	HOME	Beneficiario/Duración
Cantidad de fondos anticipados para HUD*	$1,076,372	$581,581	
Programa de Cálculo de Ingresos	$35,000	$55,000	
Total de Fondos Disponible	**$1,111,372**	**$636,581**	
Administración	$175,372	$63,658	
Jardin de Los Ninos	$250,000		Déficit de Financiación (gap funding) para Mejoras a Instalaciones Públicas para un techo nuevo en las instalaciones de la guardería.
Abode HVAC	$42,000		Rehabilitación a Instalaciones Públicas.
Rehabilitación de Viviendas (Incluye Rampas ADA para CasasMóviles)	$474,000		En toda la Ciudad; se determinarán los lugares en un futuro. Se calcula que se beneficiarán 25 hogares.
Mesilla Valley Habitat for Humanity (MVHFH)		$300,000	Nueva Construcción de Viviendas para una sola familia en subdivisiones/áreas residenciales dispersas.
Mesilla Valley Community of Hope (TBRA)		$100,000	HOME y Programa de Ingresos- fondos para Inquilinos Basándose en Asistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
La Casa TBRA		$158,923	HOME y Programa de Ingresos-fondos para Inquilinos Basándose en Asistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
Mesilla Valley Habitat for Humanity CHDO OP		$14,000	Mesilla Valley Habitat for Humanity Asistencia para Operaciones 720 Santa Fe St.

CDBG Servicios Públicos Subvenciones para Agencias Sin Fines de Lucro	$170,000 que no exceda un 15%	Actividades Propuestas	Beneficiarios
Mesilla Valley Community of Hope	$30,000	03T Programas para Personas en Situación de Calle	999 West Amador Community of Hope Campus; Se calcula que 530 personas serán beneficiadas.
Jardin De Los Niños	$30,000	05T Servicios para Cuidado de Niños /guardería	999 West Amador Community of Hope Campus; Se calcula que 220 niños serán beneficiados.
Casa de Peregrinos	$30,000	05W Bancos de Alimentos	999 West Amador Community of Hope Campus. Se calcula que 18,000 personas serán beneficiadas.
MVCASA	$30,000	05N Abuso Infantil y Negligencia	2640 El Paseo. Se calcula que 200 niños serán ayudados en todas la Ciudad (Jurisdicción del Tercer Distrito Judicial).
La Casa, Inc.	$30,000	05G Agresión/ Maltrato y Abuso de Víctimas de violencia intrafamiliar	800 S. Walnut. Se calcula que recibirán ayuda 50 víctimas de Violencia Intrafamiliar.
Catholic Charities	$20,000	05Q Pagos de Subsistencia	125 West Mountain Avenue, se benefician 60 personas.

*Los fondos están sujetos a la adopción y asignación del Presupuesto Federal. En caso de reducción de fondos CDBG, la propuesta de asignación para la Rehabilitación de Viviendas será reducida. En caso de la reducción de fondos HOME, la propuesta para asignación a La Casa , Mesilla Valley Community of Hope y Mesilla Valley Habitat for Humanity serán reducidas proporcionalmente. Si los fondos CDBG anticipados aumentan, entonces el Home Rehab recibirá incrementos proporcionales y el personal podrá entonces considerar fondos para las solicitudes que no recibieron fondos. Si se anticipa que los fondos sean aumentadas para el programa HOME, entonces los fondos propuestos para La Casa, Mesilla Valley Community of Hope, y Mesilla Valley Habitat for Humanity recibirán un aumento proporcional de los fondos.

NOTIFICACIÓN: También se notifica por medio de la presente que PY 2021 y PY 2022 del Plan de Acción Anual será enmendado de la siguiente manera.

Los fondos HOME con una cantidad de $200,000 serán asignados a Tierra Del Sol para desarrollo de casas para una sola familia en la Subdivisión/Área Residencial Sierra Summary, se requiere que sean transferidas a Metro Park Village Fase 4 para desarrollos de casas para una sola familia en esta área residencial. Los Fondos CDBG con una cantidad de $28,500 serán reprogramados para Jardín de los Niños -Mejoras del proyecto de esta instalación pública.

El borrador del Plan de Acción del 2024 estará disponible para revisión del público a partir del lunes 11 de marzo del 2024, de de 8:00 a.m. a 5:00 p.m., de lunes a viernes en el edificio municipal de la Ciudad Las Cruces, en el Departamento de Vivienda y Áreas Residenciales/Servicios (Housing & Neighborhood Service) que se encuentra en el 700 N. Main, Suite 1100 o en la Oficina del Secretario de la Ciudad, Suite 1200. También estará en la página de Internet de la Ciudad: at https://www.lascruces.gov/2222/Discover-Housing-and-Community-Resources (esta página cumple con acceso ADA para personas con impedimentos visuales).

El Plan de Acción del 2024 puede ser traducido, si así se solicita, para personas con Capacidad Limitada del Inglés (LEP) – para que las personas lo puedan repasar durante el período de comentario público. El Plan de Acción del 2024 también se puede proporcionar en otros formatos para personas con discapacidades (Ej.: Braille, letra impresa, audio) si así se solicita.

Tres juntas públicas para recibir los comentarios acerca del Plan de Acción 2024 se llevarán a cabo junto con el Plan de Consolidación 2021-2025. Las juntas serán en persona o por Internet (via Zoom) durante las siguientes fechas y horario:

- Martes 26 de marzo del 2024, 5:30 – 6:30 pm Benavidez Community Center, 1045 McClure Road
- Miércoles 27 de marzo del 2024, 5:30 – 6:30 pm Sage Café, 6121 Reynolds Dr.
- Jueves 28 de marzo del 2024, 2:30 – 3:30 pm City Hall, 700 N. Main St. Room 2007A.

Para recibir asistencia, por favor comuníquese al 575-528-3022.

Un intérprete del Idioma Español estará disponible en todas las juntas, y si usted lo solicita, otros intérpretes en otros idiomas estarán también disponibles durante las juntas. Por favor pida el intérprete, así como otros requisitos para tener acceso a estas juntas, hágalo al menos con 72 horas de anticipación a las juntas. La información de la persona a la que debe llamar para este propósito se encuentra al final de este aviso.

Si usted necesita que se haga algún ajuste debido a alguna discapacidad, para que usted pueda participar completamente en este evento, por favor comuníquese con nosotros al menos con 72 horas de anticipación al evento – llamando al 575-528-3022 o TTY al 575-528-3157. La Ciudad de Las Cruces no discrimina debido a su raza, origen étnico, color, origen de su nacionalidad, sexo, orientación sexual, identidad de género, situación familiar, afiliación de su cónyuge, religión, edad o discapacidad en su empleo u otorgamiento de servicios.

Si el público no puede asistir a las juntas públicas, pueden entregar comentarios por escrito en referencia al Plan de Acción del 2024 a la Ciudad de Las Cruces durante el periodo de 30 días para comentarios, a partir del 11 de marzo y el 10 de abril del 2024.

Los comentarios públicos deben de entregarse a más tardar el miércoles 10 de abril del 2024 a las 5:00 p.m.

Los comentarios por escrito de deben enviar por medio de las siguientes métodos:

Por correspondencia: City of Las Cruces
Housing & Neighborhood Services
ATTN: 2024 Action Plan, P.O. Box 20000, Las Cruces, NM 88004
Por correo electrónico: fairhousing@lascruces.gov
Por teléfono: 575-528-3022 (voz) o 575-528-3157 (TTY-hearing impaired)

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

City of Las Cruces

In the matter of:

PUBLIC NOTICE
NOTICE OF FUNDING AVAILABILITY (NOFA)
REQUEST FOR PROPOSAL (RFP) APPLICATIONS
CITY OF LAS CRUCES (CITY) PROGRAM YEAR (PY) 2024
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **10/06/2023.**

Richard Coltharp

Sworn to and subscribed
before me this day **10/06/2023,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $143.02

PUBLIC NOTICE
NOTICE OF FUNDING AVAILABILITY (NOFA)
REQUEST FOR PROPOSAL (RFP)
APPLICATIONS
CITY OF LAS CRUCES (CITY)
PROGRAM YEAR (PY) 2024
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

The City is announcing the start of the application cycles for PY2024 CDBG and HOME and HOME ARP (American Rescue Act) programs. These federally funded programs are used by the City to provide decent housing, a suitable living environment, and the expansion of economic opportunities principally for persons and families with low-incomes.

The City anticipates receiving the following grant amounts from the U.S. Department of Housing and Urban Development (HUD) for the PY 2024: CDBG $1,076,372 and HOME $581,581 and HOME ARP $1,511,360.

For an activity or project to receive consideration for application, an RFP-Letter of Intent (LOI) must be completed by the non-profit organization or sponsoring agency and submitted to the Housing & Neighborhood Services section no later than Thursday, October 19, 2023, 4:30 p.m.

PY 2024 RFP-LOI WILL BE AVAILABLE Thursday, October 5th, 2023. The LOI for PY 2024 will be available at https://www.las-cruces.org/2222/Discover-Housing-and-Community-Resources. Paper copies of the LOI can also be obtained through email at fairhousing@las-cruces.org or by calling 575-528-3022.

CDBG and HOME applications will only be accepted from eligible 501(c)(3) non-profit organizations, government entities, and qualifying grantees.

The City is required to prepare and submit to HUD a one year Action Plan that provides detailed information on the activities that the City will fund with CDBG and HOME funds for the PY 2024. The City will conduct public hearings on the proposed One Year Action Plan during March 2023. City Council will approve the final one year action plan in May 2024.

For submission questions or assistance please contact:

By Mail:
Housing and Neighborhood Services Section
City Manager's Office
P.O. Box 20000
Las Cruces, NM 88004

In person:
700 N. Main Street, Suite 1100, Las Cruces, NM 88001

By E-mail:
fairhousing@lascruces.gov

By Phone:
575-528-3022 (voice) or 575-528-3157 (TTY-Hearing impaired)

THE DEADLINE TO SUBMIT THE RFP-LOI IS: Thursday, October 19, 2023, 4:30 p.m.

Please Note: No Late Submissions Will Be Accepted.

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Dates: 10/06, 2023

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PUBLIC NOTICE
2024 INITIAL ACTION PLAN PUBLIC INPUT MEETING

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Richard Coltharp

Sworn to and subscribed
before me this day **10/27/2023,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $199.23

PUBLIC NOTICE 2024 INITIAL ACTION PLAN PUBLIC INPUT MEETING

The City of Las Cruces Housing and Neighborhood Services section is presenting an overview and receiving public input related to the 2024 Action Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing & Urban Development (HUD). These Federally funded programs are used by the City to provide decent housing, a suitable living environment, and the expansion of economic opportunities principally for persons and families with low incomes. The City anticipates receiving the following grant amounts from the HUD for Program Year 2024(PY24): CDBG $1,076,372 and HOME $581,581. The 2024 Action Plan coincides with the City's Fiscal Year 2025 which is from July 01, 2024, through June 30, 2025. The public meetings to provide input on the 2024 Action Plan are:

Date: Wednesday, November 8, 2023
Time: 5:30 PM.
Location: Las Cruces City Hall at 700 N. Main St., Room 1158
Via Zoom: https://zoom.us/j/95527668264?pwd=Q0pVcnY4RnZlMXU1TzNxZlpSb3grZz09

Date: Thursday, November 9, 2023
Time: 2:30 PM
Location: Branigan Library at 200 E. Picacho Ave., Roadrunner Room
Via Zoom: https://zoom.us/j/95687650439?pwd=eWw1VjJaRVBGTGRPYjU2T2tvazZqUT09

These facilities are wheelchair accessible. A Spanish interpreter will be available and, upon request, interpreters for other languages can be made available. Please make any language and format accommodation requests at least 72 hours in advance at the number below. If you need an accommodation for a disability to enable you to fully participate in this event, please contact us at least 72 hours before the event at: 575-528-3022 or TTY at 575-528-3157. The City of Las Cruces does not discriminate on the basis of race, ethnicity, color, national origin, sex, sexual orientation, gender identity, familial status, spousal affiliation, religion, age, or disability in employment or the provision of services.

Plan de Acción Inicial del 2024 – Juntas Publicas para Expresar su Opinión

El Departamento de Vivienda y Servicios de Vecindarios de la Ciudad de Las Cruces, Sección de Servicios para las Áreas Residenciales estará presentando un resumen, y a su vez recibir la opinión del público en relación al Plan de Acción del año 2024 para el uso de fondos del Programa de Subsidio Global para el Desarrollo Comunitario (CDBG) y HOME Programa de Asociación en Inversiones (HOME Investment Partnerships Program) de fondos y del Departamento de Vivienda y Desarrollo Urbano (HUD). La Ciudad utilizará estos fondos estos programas con fondos Federales son utilizados por la Ciudad para proporcionar viviendas decentes, un medio ambiente apto para vivir, y la ampliación de oportunidades económicas principalmente para personas y familias de bajos ingresos. La Ciudad anticipa recibir las siguientes cantidades de subsidio de parte de HUD para el Programa del Año 2024 (PY24): CDBG $1,076,372 y HOME $581,581. El Plan de Acción 2024 coincide con el Año Fiscal 2025 de la Ciudad que comprende el 1 de julio del Año 2024 al 30 de junio del Año 2025. Las juntas públicas para expresar su opinión para el Plan de Acción del Año 2024 se llevarán a cabo:

Fecha: Miércoles , 8 de Noviembre 2023
Hora: 5:30 PM
Ubicación: Edificio de Ayuntamiento, en el 700 N. de la calle Main, Sala de conferencias 1158
Vía Zoom: https://zoom.us/j/95527668264?pwd=Q0pVcnY4RnZlMXU1TzNxZlpSb3grZz09

Fecha: Jueves, 9 de Noviembre 2023
Hora: 2:30 PM
Ubicación: Biblioteca Branigan, en el 200 E. de la Avenida Picacho, Sala del conferencias Roadrunner
Vía Zoom: https://zoom.us/j/95687650439?pwd=eWw1VjJaRVBGTGRPYjU2T2tvazZqUT09

Estas instalaciones cumplen con los requisitos para acceso a sillas de ruedas. Un intérprete del idioma español/inglés estará disponible, y si lo piden, también tendremos acceso a intérpretes en otros idiomas durante estas juntas. Por favor, pida el intérprete y algún otro arreglo para acomodar sus necesidades al menos con 72 horas de anticipación al evento, llame al 575-528-3022 o TTY al 575-528-3157. La Ciudad de Las Cruces no discrimina en base de raza, origen étnico, color, religión, origen nacional, ascendencia, sexo, orientación sexual, identidad de género, condición familiar, conyugal afiliación, edad, o discapacidad en el empleo y la prestación de servicios.

Dates: 10/27, 2023

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005834708

This is not an invoice

CLC ADMIN-PUBLIC INF ORMATION
POBOX 20000

LAS CRUCES, NM 88004

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

10/22/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

Legal Clerk

Subscribed and sworn before me this October 22, 2023:

State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005834708
PO #:
# of Affidavits 1

This is not an invoice

PUBLIC NOTICE
2024 INITIAL ACTION PLAN PUBLIC INPUT MEETING

The City of Las Cruces Housing and Neighborhood Services section is presenting an overview and receiving public input related to the 2024 Action Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing & Urban Development (HUD). These Federally funded programs are used by the City to provide decent housing, a suitable living environment, and the expansion of economic opportunities principally for persons and families with low incomes.

The City anticipates receiving the following grant amounts from the HUD for Program Year 2024(PY24): CDBG $1,076,372 and HOME $581,581. The 2024 Action Plan coincides with the City's Fiscal Year 2025 which is from July 01, 2024, through June 30, 2025.

The public meetings to provide input on the 2024 Action Plan are:

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Plan de Acción Inicial del 2024 – Juntas Publicas para Expresar su Opinión

El Departamento de Vivienda y Servicios de Vecindarios de la Ciudad de Las Cruces, Sección de Servicios para las Áreas Residenciales estará presentando un resumen, y a su vez recibir la opinión del público en relación al Plan de Acción del año 2024 para el uso de fondos del Programa de Subsidio Global para el Desarrollo Comunitario (CDBG) y HOME Programa de Asociación en Inversiones (HOME Investment Partnerships Program) de fondos y del Departamento de Vivienda y Desarrollo Urbano (HUD). La Ciudad utilizará estos fondos estos programas con fondos Federales son utilizados por la Ciudad para proporcionar viviendas decentes, un medio ambiente apto para vivir, y la ampliación de oportunidades económicas principalmente para personas y familias de bajos ingresos.

La Ciudad anticipa recibir las siguientes cantidades de subsidio de parte de HUD para el Programa del Año 2024 (PY24): CDBG $1,076,372 y HOME $581,581. El Plan de Acción 2024 coincide con el Año Fiscal 2025 de la Ciudad que comprende el 1 de julio del Año 2024 al 30 de junio del Año 2025.

Las juntas públicas para expresar su opinión para el Plan de Acción del Año 2024 se llevarán a cabo:

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Hora: 5:30 PM
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Estas instalaciones cumplen con los requisitos para acceso a sillas de ruedas. Un intérprete del idioma español/inglés estará disponible, y si lo piden, también tendremos acceso a intérpretes en otros idiomas durante estas juntas. Por favor, pida el intérprete y algún otro arreglo para acomodar sus necesidades al menos con 72 horas de anticipación al evento, llame al 575-528-3022 o TTY al 575-528-3157.

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#5834708, Sun-News, October 22, 2023

From: Ellen Saige
Sent: Saturday, March 23, 2024 4:12 PM
To: Fair Housing
Subject: HUD Funding 2024

Some people who received this message don't often get email from @yahoo.com. Learn why this is important

Good morning,
I approve of the plan which is to be presented on March 26, 27 and 28. I especially like the funding for Home Rehabilitation, and for Mesilla Valley Habitat for Humanity. These will provide badly needed additional homes. I hope this can be implemented as soon as possible.
Thank you.

Ellen Saige

PLAN DE ACCIÓN ANUAL 2024 – PERIOD PARA COMENTARIOS DEL PÚBLICO

El Departamento de Desarrollo Comunitario de La Ciudad de Las Cruces ha preparado el Plan de Acción del 2024. Este es parte del Programa Anual (PY) 2021-2025 del Plan de Consolidación y Análisis de Impedimentos para la Opción de Vivienda Justa para el uso de sus Fondos para Desarrollo Comunitario y el Programa de Asociación de Inversiones (Community Development Block Grant (CDBG) y HOME Investment Partnerships Program) del Departamento de Vivienda de Los Estados Unidos y Desarrollo Urbano (HUD). La propuesta de actividades en el Plan de Acción del 2024 es para el periodo del 1ro. de julio del 2024 al 30 de junio del 2025. La propuesta del Plan de Acción del 2024 es para revisión, consideración y su adopción por medio del Concilio de la Ciudad de Las Cruces durante su reunión regular del 6 de mayo del 2024, es necesario que esta sea entregada a HUD antes del 15 de mayo del 2024.

PROPUESTA* usos de HUD los fondos para PY2024 son:

	CDBG	HOME	Beneficios/Ubicación
Cantidad de fondos anticipados para HUD*	$1,076,372	$581,581	
Programa de Cálculo de Ingresos	$35,000	$55,000	
Total de Fondos Disponible	**$1,111,372**	**$636,581**	
Administracióónt	$175,372	$63,658	
Jardin de Los Ninos	$250,000		Déficit de Financiación (gap funding) para Mejoras a Instalaciones Públicas para un techo nuevo en las instalaciones de la guardería.
Abode HVAC	$42,000		Rehabilitación a Instalaciones Públicas.
Rehabilitación de Viviendas (incluye Rampas ADA para CasasMóviles)	$474,000		En toda la Ciudad; se determinarán los lugares en un futuro. Se calcula que se beneficiarán 25 hogares.
Mesilla Valley Habitat for Humanity (MVHFH)		$300,000	Nueva Construcción de Viviendas para una sola familia en subdivisiones/áreas residenciales dispersas.
Mesilla Valley Community Inquilinos of Hope (TBRA)		$100,000	HOME y Programa de Ingresos-fondos para Basándose enAsistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
La Casa TBRA Inquilinos		$158,923	HOME y Programa de Ingresos-fondos para Basándose enAsistencia de la Renta (TBRA) para aproximadamente 10 hogares para personas en situación de calle en lugares dispersos en toda la Ciudad.
Mesilla Valley Habitat for Humanity CHDO OP		$14,000	Mesilla Valley Habitat for Humanity Asistencia para Operaciones 720 Santa Fe St.

CDBG Servicios Públicos Subvenciones para Agencias Sin Fines de Lucro	$170,000 que no exceda un 15%	Actividades Propuestas	Beneficiarios
Mesilla Valley Community of Hope	$30,000	03T Programas para Personas en Situación de Calle	999 West Amador Community of Hope Campus; Se calcula que 530 personas serán beneficiadas.
Jardin De Los Niños	$30,000	05T Servicios para Cuidado de Niños /guardería	999 West Amador Community of Hope Campus; Se calcula que 220 niños serán beneficiados.
Casa de Peregrinos	$30,000	05W Bancos de Alimentos	999 West Amador Community of Hope Campus. Se calcula que 18,000 personas serán beneficiadas.
MVCASA	$30,000	05N Abuso Infantil y Negligencia	2640 El Paseo. Se calcula que 200 niños serán ayudados en todas la Ciudad (Jurisdicción del Tercer Distrito Judicial).
La Casa, Inc.	$30,000	05G Agresión/ Maltrato y Abuso de Víctimas de Violencia Intrafamiliar	800 S. Walnut. Se calcula que recibirán ayuda 50 víctimas de Violencia intrafamiliar.
Catholic Charities	$20,000	05Q Pagos de Subsistencia	125 West Mountain Avenue, se benefician 60 personas.

*Los fondos están sujetos a la adopción y asignación del Presupuesto Federal. En caso de reducción de fondos CDBG, la propuesta de asignación para la Rehabilitación de Viviendas será reducida. En caso de la reducción de fondos HOME, la propuesta para asignación a La Casa , Mesilla Valley Community of Hope y Mesilla Valley Habitat for Humanity serán reducidas proporcionalmente. Si los fondos CDBG anticipados aumentan, entonces el Home Rehab recibirá incrementos proporcionales y el personal podría entonces considerar fondos para las solicitudes que no recibieron fondos. Si se anticipa que los fondos sean aumentados para el programa HOME, entonces los fondos propuestos para La Casa, Mesilla Valley Community of Hope, y Mesilla Valley Habitat for Humanity recibirán un aumento proporcional de los fondos.

NOTIFICACIÓN: También se notifica por medio de la presente que PY 2021 y PY 2022 del Plan de Acción Anual será enmendado de la siguiente manera.

Los fondos HOME con una cantidad de $200,000 serán asignados a Tierra Del Sol para desarrollo de casas para una sola familia en la Subdivisión/Área Residencial Sierra Summary, se requiere que sean transferidas a Metro Park Village Fase 4 para desarrollos de casas para una sola familia en esta área residencial. Los Fondos CDBG con una cantidad de $28,500 serán reprogramados para Jardín de los Niños -Mejoras del proyecto de esta instalación pública.

El borrador del Plan de Acción del 2024 estará disponible para revisión del público a partir del lunes 11 de marzo del 2024, de de 8:00 a.m. a 5:00 p.m., de lunes a viernes en el edificio municipal de la Ciudad Las Cruces, en el Departamento de Vivienda y Áreas Residenciales/Servicios (Housing & Neighborhood Service) que se encuentra en el 700 N. Main, Suite 1100 o en la Oficina del Secretario de la Ciudad, Suite 1200. También estará en la página de Internet de la Ciudad: at https://www.lascruces.gov/2222/Discover-Housing-and-Community-Resources (esta página cumple con acceso ADA para personas con impedimentos visuales).

El Plan de Acción del 2024 puede ser traducido, si así se solicita, para personas con Capacidad Limitada del Inglés (LEP) – para que las personas lo puedan repasar durante el periodo de comentario público. El Plan de Acción del 2024 también se puede proporcionar en otros formatos para personas con discapacidades (Ej.: Braille, letra imprenta, audio) si así se solicita.

Tres juntas públicas para recibir los comentarios acerca del Plan de Acción 2024 se llevarán a cabo junto con el Plan de Consolidación 2021-2025. Las juntas serán en persona o por internet (via Zoom) durante las siguientes fechas y horario:

- Martes 26 de marzo del 2024, 5:30 – 6:30 pm Benavidez Community Center, 1045 McClure Road
- Miércoles 27 de marzo del 2024, 5:30 – 6:30 pm Sage Café, 6121 Reynolds Dr.
- Jueves 28 de marzo del 2024, 2:30 – 3:30 pm City Hall, 700 N. Main St. Room 2007A.

Para recibir asistencia, por favor comuníquese al 575-528-3022.

Un intérprete del idioma Español estará disponible en todas las juntas, y si usted lo solicita, otros intérpretes en otros idiomas estarán también disponibles durante las juntas. Por favor pida el intérprete, así como otros requisitos para tener acceso a estas juntas, hágalo al menos con 72 horas de anticipación a las juntas. La información de la persona a la que debe llamar para este propósito se encuentra al final de este aviso.

Si usted necesita que se haga algún ajuste debido a alguna discapacidad, para que usted pueda participar completamente en este evento, por favor comuníquese con nosotros al menos con 72 horas de anticipación al evento – llamando al 575-528-3022 o TTY al 575-528-3157. La Ciudad de Las Cruces no discrimina debido a su raza, origen étnico, color, origen de su nacionalidad, sexo, orientación sexual, identidad de género, situación familiar, afiliación de su cónyuge, religión, edad o discapacidad en su empleo u otorgamiento de servicios.

Si el público no puede asistir a las juntas públicas, pueden entregar comentarios por escrito en referencia al Plan de Acción del 2024 a la Ciudad de Las Cruces durante el periodo de 30 días para comentarios, a partir del 11 de marzo y el 10 de abril del 2024.

Los comentarios públicos deben de entregarse a más tardar el miércoles 10 de abril del 2024 a las 5:00 p.m.

Los comentarios por escrito de deben enviar por medio de los siguientes métodos:

Por correspondencia: City of Las Cruces
Housing & Neighborhood Services
ATTN: 2024 Action Plan, P.O. Box 20000, Las Cruces, NM 88004
Por correo electrónico: fairhousing@lascruces.gov
Por teléfono: 575-528-3022 (voz) o 575-528-3157 (TTY-hearing impaired)

11/8/23

Initial Action plan meeting

Name	email	org
Isaac H	andholguin@las cruces.org	
Jan L	Jlauterbach@lascruces.gov	
Magdalena Viron/Interpreter	Magdgiron@gmail.com	
Becky Baum		
Raymond Burchfield	rburchfield@lascruces.gov	CLC
Kevin Wilson	kwilson@lascruces.gov	
Isaias Amaya Jr.	iamaya@lascruces.gov	CLC
Natalie Green	ngreen@lascruces.gov	CLC
Socorro Rodriguez	Socorror@TDSHC.org	
Olga Diaz	Tierra Del Sol	
Bob Hearn	Tierra Del Sol	
Keri Nunez	keri@lacasainc.org	
Susie Johnson	susiej@lacasainc.org	
Joel Casillas	joelc@TDshc.org	
Annette Morales	annettem@TDSHC.ORG	
John ford	Gkss.ford@gmail.com	

Online attendee
Tenika Sosa-Gonzales - FYI

Initial Action Plan 11/9/23

Name	email
Isaac Holguin	isaacholguin@las cruces.org
David Rice	dr45236@gmail.com
Jan Lanterbach	city email
Magdalena Giron / Interpreter	magdagiron@gmail.com
Charla Rogers	charlarogers335@gmail.com
Kori Nunez	KORIN@lacasainc.org
Kevin Wilson	kwilson@lascruces.gov
Susie Johnson	susiej@lacasainc.org
James Caufield	jcaufield@yahoo.com
Cynthia Villagrana	
Lacy Burchfield	CLC
Natalie Green via Zoom	

AP meeting 3/26/24

Name	email
Isaac Holguin	CLC
Magdalena Firon / Interpreter/Translator	magdagiron@gmail
Katherine Harrison-Reyes	CLC
Raymond Burchfield	CLC

Action Plan

3/07/24

Name	Organization	Email
Isaac Holguin	CLC	
Magdalena Ciron	In4tra AtoZ Language Consulting Services	magdagiron@gmail
Natalie Green	CLC	ngreen@las-cruces.gov
Becky Baum	KC Creations	
Cynthia Villanueva	CLC	

3/28/24

Action Plan

Name	Organization	Email
Isaac Holguin	CLC	
Cynthia Villanueva	CLC	
Katherine Harrison-Rogers	CLC	
Isaias Araya JV	CLC	
Magdalena Giron	INTERA A&Z Env Consul Serv	magdagiron@gmail.com

3067; Council Bill 24-025

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☒ **1** ☐ **2** ☐ **3** ☒ **4** ☐ **5** ☐ **6** ☐ **N/A**		
1st Reading:	April 15, 2024	**Adopted:**	May 6, 2024
Drafter:	Chris Faivre	**Department:**	Economic Development
Program:	Business Development	**Line of Business:**	Business Development

Title: **AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.**

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

PURPOSE(S) OF ACTION:

To amend Ordinance No. 3054 and update the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

On December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional $2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure. These funds were specifically allocated for cinematic infrastructure, cannot be used for any other purpose, and must only be spent on the establishment of cinematic infrastructure in Las Cruces.

The purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the $2.8 million can be spent on the properties identified in the agreement. Currently, the PPA specifies how much will be spent on each property, however changes in construction costs and project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

828 Productions, LLC., will be investing approximately $75,000,000 and plans to hire 100 full-time persons. They have purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. Details of the proposed use of the different facilities and a breakdown of renovations can be found in Exhibit "A".

Other than the amount of funds spent on each facility, all other terms and conditions remain unchanged.

SUPPORT INFORMATION:

Exhibit "A" 828 2024 LEDA Amendment
Attachment "A" 2023 828 LEDA Amendment
Attachment "B" LEDA Application
Attachment "C" Executive Summary
Attachment "D" Inter Governmental Agreement
Attachment "E" Project Participation Agreement

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Ordinance amendment and authorize the City to provide flexibility in how the $2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
2. Vote "No", this will not approve the Ordinance amendment and authorize the City to provide flexibility in how the $2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
3. Vote to "Amend", this could delay the Ordinance amendment and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance amendment and require City Council to provide direction to staff.

REFERENCE INFORMATION:

Ordinance No. 3028, Ordinance No. 3054

ORDINANCE 3067; COUNCIL BILL 24-025

AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance; and

WHEREAS, the ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference; and

WHEREAS, the PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds; and

WHEREAS, on December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional $2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure; and

WHEREAS, the purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the $2.8 million can be spent on the properties identified in the PPA; and

WHEREAS, 828 Productions, LLC., will be investing approximately $75,000,000 and plan to hire 100 full-time persons; and

WHEREAS, 828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate the different facilities tied to cinematic infrastructure.

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

(I)

THAT the City hereby enters into an amended Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for the use of the additional $2,800,000 in investment in the project.

(II)

THAT other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

(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

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

Exhibit A

Amendment to Agreements for LEDA Project as established by City of Las Cruces Ordinance No. 3054 approving the amendment to the 828 Productions Local Economic Development Project

On December 18, 2023, the Governing body of the City of Las Cruces approved Ordinance No. 3054, as the 828 Productions LEDA Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

The Project Agreements were based on a preliminary project funding schedule, however changes in project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

Parties agree to add flexibility to the allocation of the $2.8 million in City of Las Cruces LEDA funds dedicated to infrastructure and facility improvements on the grounds of 828 Productions. The updated amounts assigned to each facility are listed below. The company contributions and commitments identified in the PPA will still be met, and the total financial obligation to the City does not exceed the amount stipulated in the PPA.

This amendment will allow 828 Productions to distribute the funds and perform the needed infrastructure improvements to the facilities at the addresses listed below.

828 Production facility addresses:

- 106 S. Miranda
- 100 S. Church
- 300 S. Compress

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$702,000*	Renovations to 106 S. Miranda**
2	$240,000*	Renovations to 100 S. Church**
3	$1,856,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List **For a facility breakdown, please see Facility Overview		

All other terms and conditions remain unchanged. Amendments accepted:

Acknowledged:

_____
Ikani Taumoepeau
Acting, City of Las Cruces City Manager

_____
Todd Lundbohm, CEO
828 Productions

Amendment to Agreement for LEDA Project as established by City of Las Cruces Ordinance No. 3028 approving the 828 Productions, LLC., Economic Development Project.

On March 20, 2023, the governing body of the City of Las Cruces approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made part thereof by reference.

The PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds. The purpose of this amendment is to designate an additional $2,800,000 the City has set aside for cinematic infrastructure.

828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. A description of each property and their proposed uses can be found in Attachment A. They will be investing approximately $75,000,000 on these facilities and plan to hire 100 full-time persons. The funds designated for this amendment will be put towards the facility improvements, including:

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,718,000*	Renovations to 1053 Hayner Ave.**
2	$702,000*	Renovations to 106 S. Miranda**
3	$240,000*	Renovations to 100 S. Church**
4	$138,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List **For a facility breakdown, please see Facility Overview		

Other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged. This amendment is only for the City of Las Cruces' contribution, the State of New Mexico's contribution is unchanged.

Amendment accepted and acknowledged:

_____

Ifo Pili
City of Las Cruces City Manager

_____

Todd Lundbohm, CEO
828 Productions, LLC.

Exhibit A

828 PRODUCTIONS

RE: Jonathon Sepp
106 S. Miranda Las Cruces, NM
575-323-1895

Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details
1053 Hayner Ave.			
	30,000sf Building		
		Consulting	
			Soundstage Management
			Engineering
			Construction
			Fire Safety
		Patch EXT Metal Siding	
			Create "Rat Holes"
			Patch holes
			Metal Art Installation
		Patch EXT Metal Roof	
			Patch Holes
			Exhaust Ports
			Cover Skylights
			Ensure Roof is Waterproof
			Confirm Load Ratings
		INT Floor	
			Repair Cracks
			Resurface and Level
			Install Subfloor
			Confirm Load Ratings
			Ensure Load Ratings Match Needs of Production
		Interior Walls	
			Insulation
			Soundproofing
			Confirm Load Ratings
		INT Seperating Wall	
			Seperate Stage From Mill
			Access Doors
			Sound Proofing
			Insulation
			Additional Doorways
		INT Seperating Wall #2	
			Seperate Mill From Holding Area
			Additional Doorways
		Interior Electric	
			110v Access Through Building
			Transformer Maintenance
			Repair/Install Electrical Panels
		EXT Elephant Door #1	
			Repair Door
			Install New Trim

			Install New Hardware
		EXT Elephant Door #2	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Elephant Door #3	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Doors	
			Repair/Replace Doors
			Repair/Replace Hardware
			Upgrade Locks
			Secure Access
		EXT Signage	
			Label & Mark All Entryways
			828 Logo on North and South Side of Building
		EXT Lighting	
			Install Work Lights
			Install Security Lights
		EXT Electric	
			Transformer Maintenance
			Repair/Install Electrical Panels
			Run Power to Lights & Signage
		HVAC	
			Heating & Cooling System/s
			Exhaust
		Plumbing	
			Fire Safety
			EXT Faucets
	40,000sf Building	Patch EXT Metal Siding	
			Patch Holes
			Repair Structural Damage
		Patch EXT Metal Roof	
			Patch Holes
			Ensure Roof is Waterproof
		Entry Ways	
			Close Up Entry Ways
			No Access Signs
	Water Tower		
		Three Sided 828 Logo	
		Signage Lighting	
	Civil Engineering		
		Planning & Design	
		Amador Lot Grading	
		Drainage Throughout Property	
		Parking Lot Maintenance/Repair	
		Parking Additions	
		West Lot Grading	
		North Lot Grading	
		Road Maintenance/Repair	
		Solar Power	
		Above/Below Ground Utilities Maintenance/Repair	
	General Property		

		Planning & Design		
		Concrete/Trash Removal		
		Land Clearing		
		Dirt Work		
		Security		
		Utlilities		
		Safety Measures		
	Fence, Wall, & Gate			
		Planning & Design		
		Fence Extentions		
		Fence Repairs		
		Gate Repairs		
		Additional Gates		
		Signage		
		Lighting/Electric		
		Privacy Walls		
	Consulting			
		Soundstage Management		
		Engineering		
		Construction		
		Fire Safety		
	Lease Reimbursements			
	1053 Hayner Ave. Submission 1a Total:		$	43,000.00
	1053 Hayner Ave. Submission 2a Total:		$	170,000.00
	1053 Hayner Ave. Submission 3a Total:		$	63,000.00
	1053 Hayner Ave. Submission 4a Total:		$	280,000.00
	1053 Hayner Ave. Submission 5a Total:		$	525,000.00
	1053 Hayner Ave. Submission 6a Total:		$	175,000.00
	1053 Hayner Ave. Submission 7a Total:		$	462,000.00
106 S. Miranda				
	General Building			
		Planning & Design		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
		Solar Power		
			Solar System Installation	
		Cleaning		
			Deep Clean Facility	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		Internet		
			High Speed Internet Access	
		Landscaping		
			Landscape Improvements	

			Sprinkler Maintenance/Repairs	
			Tree Trimming/Removal	
			Courtyard Wall Repair	
		Asbestos Remediation		
		Signage		
			Interior Signage	
			Exterior Signage	
		Post-Production		
			Post-Production Bays	
			High Speed Internet Access	
			Viewing Center	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		EXT Remodel		
			Electric	
			Curb Appeal	
			Maintenance	
			Paint/Design	
		Utilities		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Landscaping		
		Plumbing		
		Signage		
		Lighting/Electric		
	Consulting			
	Lease Reimbursements			
		106 S. Miranda Submission 1b Total:	$	63,000.00
		106 S. Miranda Submission 2b Total:	$	90,000.00
		106 S. Miranda Submission 3b Total:	$	45,000.00
		106 S. Miranda Submission 4b Total:	$	28,000.00
		106 S. Miranda Submission 5b Total:	$	345,000.00
		106 S. Miranda Submission 6b Total:	$	45,000.00
		106 S. Miranda Submission 7b Total:	$	86,000.00
100 S. Church				
	General Property			
		Planning & Design		
		Plumbing		
			Fire Safety	
			EXT Faucets	
		Signage		
			Interior Signage	

			Exterior Signage	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		EXT Maintenance/Repair		
			Create "Rat Holes"	
			Patch holes	
			Maintenance	
			Metal Art Installation	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		Utilities		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
	Courtyard			
		Planning & Design		
		Remodel		
		Fence Maintenance/Repair		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Electric/Ligthing		
		Guard Stations		
		Signage		
		Landscaping		
	Consulting			
	Lease Reimbursements			
		100 S. Church Submission 1c Total:	$	30,000.00
		100 S. Church Submission 2c Total:	$	50,000.00
		100 S. Church Submission 3c Total:	$	30,000.00
		100 S. Church Submission 4c Total:	$	40,000.00
		100 S. Church Submission 5c Total:	$	60,000.00
		100 S. Church Submission 6c Total:	$	20,000.00
		100 S. Church Submission 7c Total:	$	10,000.00
300 S. Compress				
	2,900sf Office			
		INT Remodel		
			Planning & Design	

Exhibit A

			Repair/Maintenance
			Electric/Ligthing
			Plumbing
			Fire Safety
			Security
			Flooring
		EXT Maintenance/Repair	
		Signage	
	Fence, Wall, & Gate		
		Planning & Design	
		Fence Extentions	
		Fence Repairs	
		Gate Repairs	
		Additional Gates	
		Signage	
		Lighting/Electric	
		Privacy Walls	
	Gin Building		
		Deep Clean	
		Repair/Maintenance	
		Security	
		Fire Safety	
		Signage	
	General Property		
		Safety	
		Clean	
		Grading	
		Security	
		Utilities	
		Landscaping	
	Lease Reimbursements		
		300 S. Compress Submission 1d Total:	$ 22,000.00
		300 S. Compress Submission 2d Total:	$ 44,000.00
		300 S. Compress Submission 3d Total:	$ 22,000.00
		300 S. Compress Submission 4d Total:	$ 6,000.00
		300 S. Compress Submission 5d Total:	$ 22,000.00
		300 S. Compress Submission 6d Total:	$ 22,000.00
		300 S. Compress Submission 7d Total:	$ -

828 PRODUCTIONS

Facility Overview

106 S. Miranda

Our 106 S. Miranda campus will be the hub of film production in Las Cruces. Internally and externally, this facility will provide the necessary space for administrative office and production support activity, as well as a filming destination and workforce development space.

The administrative office space of a film production company is a microcosm of the creative and collaborative process of filmmaking. It is a space where ideas are born, scripts are developed, budgets are created, and schedules are managed. It is also a space where the nuts and bolts of filmmaking are handled, such as development, sales, legal, and distribution.

The production office space of a film production company is a busy and vibrant place. It is a space where creative ideas are turned into reality, and where the magic of filmmaking happens.

The facility will be divided into several different workspaces, including:

- Executive offices: These are the offices of the company's top executives, such as the producer, director, screenwriter, and showrunner. They are typically spacious and well-appointed, with large desks, comfortable chairs, and plenty of meeting space.
- Production offices: These are the offices of the key members of the production team, such as the production manager, line producer, and various other departments. They are typically smaller and more utilitarian than the executive offices, but they are still comfortable and functional.
- Accounting offices: These are the offices where the finances are handled. They are typically located in a quiet area of the office space, away from the hustle and bustle of the production offices.
- Conference rooms: These are the rooms where meetings are held between executives, producers, and other members of the team. They are typically large enough to accommodate a group of people, and they are equipped with whiteboards, projectors, and other audiovisual equipment.
- Soundstage: This is a flex use space in a pre-existing auditorium where filming, training, and screening will occur.
- Post-Production: 828 Post-Production will supply the film and digital media industry with high-quality post-production and visual effects services, helping them to achieve their creative vision and deliver a finished product that meets or exceeds their expectations.
- Vendor Incubator: 828 Productions will provide space for film-specific vendors to be co-located with many of the 828 divisions and productions based out of this facility.

828 Productions is actively coordinating numerous ways to interact and enhance the film and digital media training available through K-12 and post-secondary education in Las Cruces and Doña Ana County. For post-secondary education, this will include use of our auditorium (sanctuary) for lectures, guest speakers, hands-on exercises, and various other presentation formats. Students in K-12 will have the opportunity to tour our facility and participate in internships through programs like the Doña Ana County Summer Internship. Post-secondary programs in southern New Mexico will have the opportunity to attend lectures, workshops, on-the-job training, and internships at this facility.

1053 Hayner Ave.

1053 Hayner Ave. will be home to 828 Production's first soundstage-specific construction. As we roll out our master plan for a complete overhaul of the site, 828 Productions will fill the construction timeline gap with a unique approach to a soundstage environment that will transition into mill and/or office space as the master plan comes to fruition. 828 Productions has contracted multiple experts to guide our phased approach that will allow us to capture additional production traffic immediately as construction rolls out over the course of multiple years. One of those experts is Rick Clemente, the previous studio operator and pioneer of i25 Studios (now Cinelease Studios), a previous microchip manufacturing facility.

300 S. Compress

As 828 Productions plans to focus the first phase of purpose-built soundstages, office space, and a warehouse retrofit on the 1053 Hayner Ave property, the property at 300 S. Compress will initially focus on ancillary services and needs for the 1053 Hayner Ave property. This will include additional office space, vehicle & trailer parking, vendor support, storage, and various other needs the film production campus may require.

100 S. Church

Located in the heart of Downtown Las Cruces, 100 S. Church will become a beehive of activity for office space tailored to production activity, vendor administrative services, and coworking space. Many of the office-supporting infrastructure listed under 106 S. Miranda will be available here.

The downtown location of the film production's office space provides a number of advantages. First, it is centrally located and easily accessible to clients, partners, and filming locations. Second, it is close to a variety of amenities, such as restaurants, shops, and public transportation. Third, it provides the company with a high-profile presence in the city's business district.

A studio apartment on the second floor will be tailored to hospitality for producers, directors, talent, and various other filmmakers providing them the best access to experience Downtown Las Cruces.

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	~~828 Studio NM, LLC~~ 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address

~~100 South Church Street~~ 106 S Miranda St

Question: Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

~~88001~~ 88005

Question: Phone

2089124075

Question: Website

https://828productions.com/

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

- [x] Yes
- [ ] No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

- [ ] C-Corporation
- [ ] S-Corporation
- [x] LLC
- [ ] Partnership
- [ ] Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)
SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)
Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
    - Target Close Date
    - General Contract Signed
    - Construction Start
    - Construction End
    - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the “Studio”) as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the “Studio”) and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☑ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

$0.00

Question: Total Project Amount (Sum of above)

$71,000,000.00

Question: Supporting financial documentation

LEDA Job Creation Additional Financial Information.pdf (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

3.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners
Todd Lundbohm

Directors/officers
Stephanie Denton
Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- Job Creation Worksheet

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management
Year Round Studio Staff
Year Round Studio Crew
Year Round VFX, LED, MoCap & Post Team
Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of $75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

828 Job Creation Worksheet Final.pdf (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- Authorization for examination and release of information form
- Employer quarterly wage and contribution report example

If you are a new business, please apply for a NM Tax Identification Number here:

http://www.tax.newmexico.gov/Businesses/wage-witholding-tax.aspx

Please download the LEDA Application Affirmation Template here:

LEDA Application Affirmation Template

Click here to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

FE Authorization for examination and release of information Notarized.pdf (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

LEDA NM Quarterly Wage Report.pdf (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

FE_2020_LEDA_App_Affirmationpdp.pdf (9/26/2022, 9:21 AM)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2018, AT 7:52 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7202282 8100
SR# 20188269978

Authentication: 204150649
Date: 12-20-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 12/19/2018
FILED 07:52 PM 12/19/2018
SR 20188269978 - File Number 7202282

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
Authorized Person

Name: Morgan Sloane
Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of $50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman*;* WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include *THE **AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY,*** and the box office record-breaking ***SAW*** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, ***OCCULUS***, ***SLIGHT,*** and ***BIRTH OF A DRAGON***.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful ***UNDERWORLD*** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as ***WAR*** starring Jason Statham and Jet Li, and ***DAYBREAKERS*** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film '**Mainline Run**'. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film '***Distant Shadow'*** which made more than 4 times its budget**.** This lead to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on '**Redemption Road**'.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded '**Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, '**UKFS**' backed by Guernsey based Channel House Trustees. In their three yers of operating, UKFS were responsible for more than $300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as '**Wake of Death,' 'Modigliani,' 'School for Seduction,' 'Out of Season'** and '**Battle of the Brave'** amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a $150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror '**Down Satan**' in partnership with re-known Horror Author '**Clive Barker'**; Supernatural Thriller **'Indelible'** being Directed by National Film Award Winner '**Howard J Ford'** (The Dead 1&2, Never Let Go); '**Kill the Messenger'** from the creator of (RoboCop), '**Michael Miner,**' and the Epic Western **'The Girl With No Name'** in conjunction with **Co-Op Entertainment** and **LegionM** being directed by '**Tanya Wexler**' (Buffaloed, Jolt).

In 2018 Mark produced the movie '**Dead Water**' starring '**Casper Van Dien**' and '**Judd Nelson,**' released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

MON 8/15/22 - MON 11/18/24

% COMPLETE

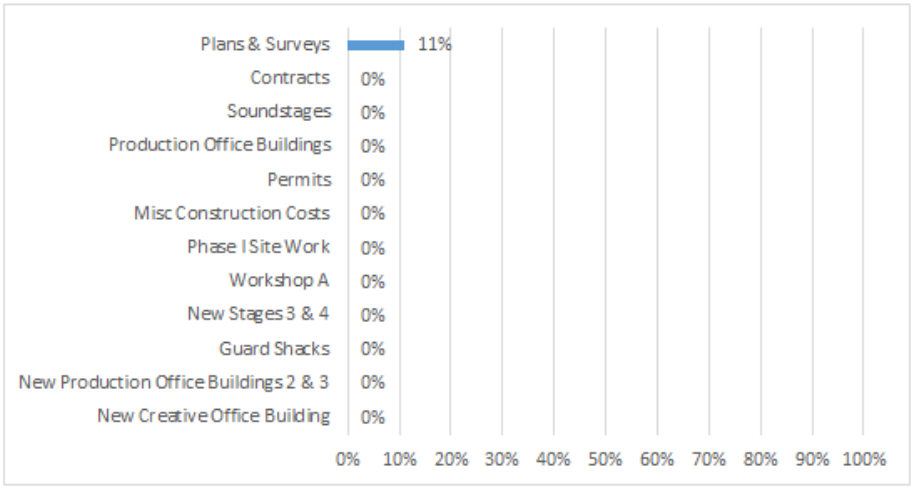
1%

MILESTONES DUE

Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

% COMPLETE



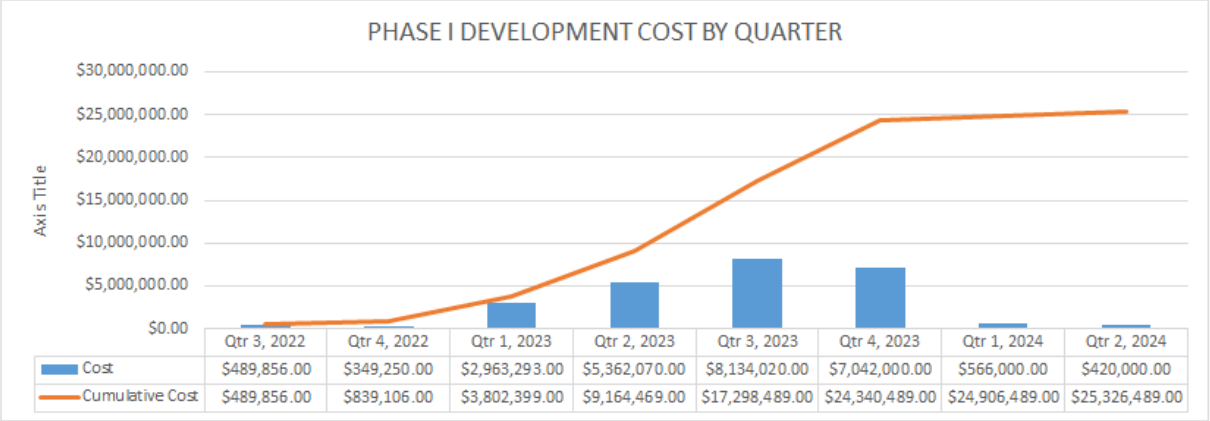
LATE TASKS

Tasks that are past due.

Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

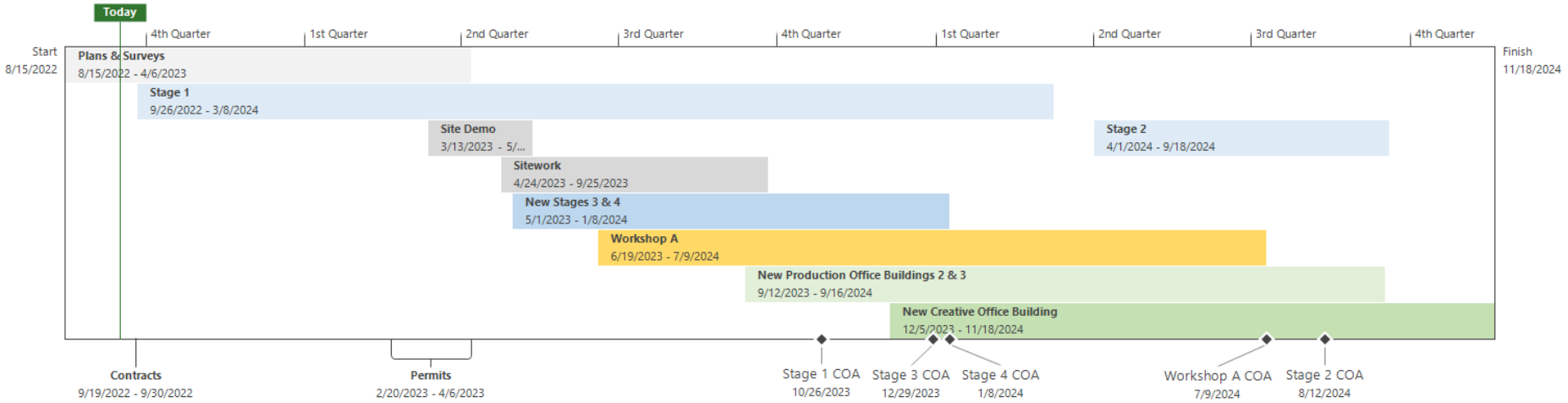
CASH FLOW

Cost	Remaining Cost
$25,326,489.00	$25,326,489.00



	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
Cost	$489,856.00	$349,250.00	$2,963,293.00	$5,362,070.00	$8,134,020.00	$7,042,000.00	$566,000.00	$420,000.00
Cumulative Cost	$489,856.00	$839,106.00	$3,802,399.00	$9,164,469.00	$17,298,489.00	$24,340,489.00	$24,906,489.00	$25,326,489.00

Name	Cost	Start	Unique ID
828 STUDIOS NM	$25,326,489.00	Mon 8/15/22	1
RENOVATION	$9,341,489.00	Mon 8/15/22	171
Contracts	$0.00	Mon 9/19/22	2
Plans & Surveys	$532,100.00	Mon 8/15/22	7
Permits	$103,500.00	Mon 2/20/23	312
Phase I Site Work	$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	$166,141.00	Mon 3/13/23	314
Soundstages	$4,743,605.00	Mon 9/26/22	68
Workshop A	$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	$640,000.00	Tue 12/5/23	141
Guard Shacks	$65,000.00	Tue 9/5/23	158

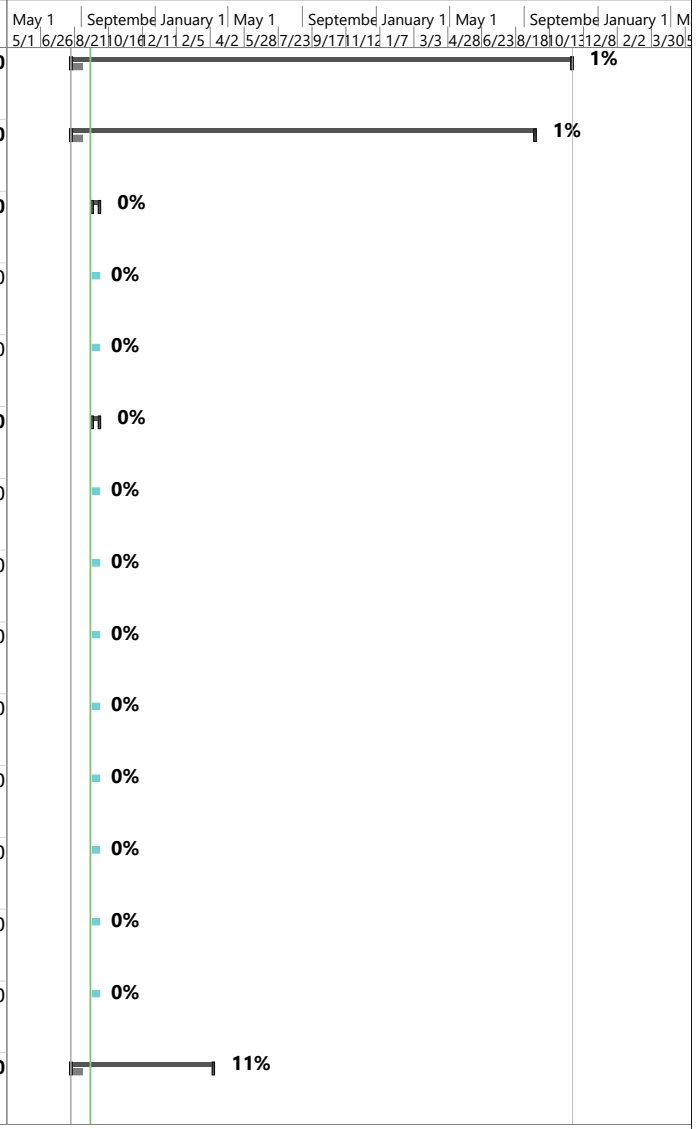


Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
1		**828 STUDIOS NM**	**578 days?**	**Mon 8/15/22**	**Mon 11/18/24**	**$25,326,489.00**
2		**RENOVATION**	**535 days?**	**Mon 8/15/22**	**Wed 9/18/24**	**$9,341,489.00**
3		**Contracts**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
4		General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
5		Architectural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
6		**Engineering**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
7		Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
8		Electrical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
9		Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
10		Structural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
11		Civil	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
12		Surveys	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
13		Geotech	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
14		Project Management	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
15		**Plans & Surveys**	**156 days?**	**Mon 8/15/22**	**Thu 4/6/23**	**$532,100.00**



Critical		Task Progress		Baseline		Summary		Inactive Task	
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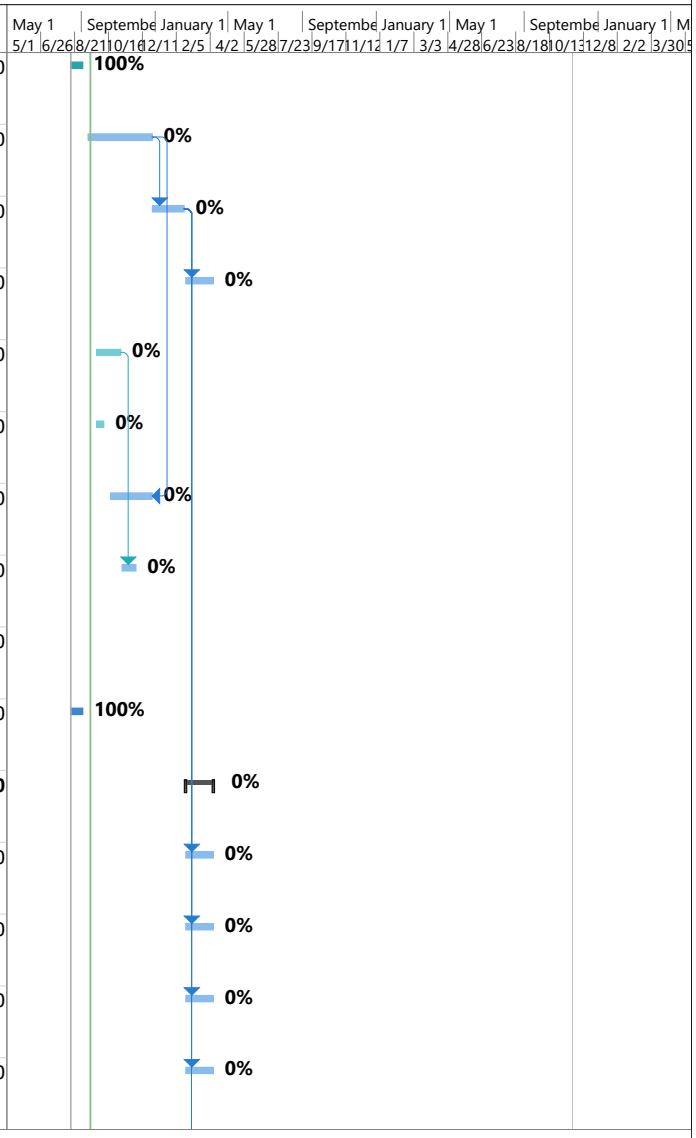
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
16		Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
17		DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	$257,500.00
18		Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	$257,500.00
19		Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
20		Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	$8,000.00
21		Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	$9,100.00
22		Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	$0.00
23		Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	$0.00
24		Traffic Study				$0.00
25		Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
26		**Permits**	**34 days?**	**Mon 2/20/23**	**Thu 4/6/23**	**$103,500.00**
27		Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
28		Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
29		MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
30		Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00



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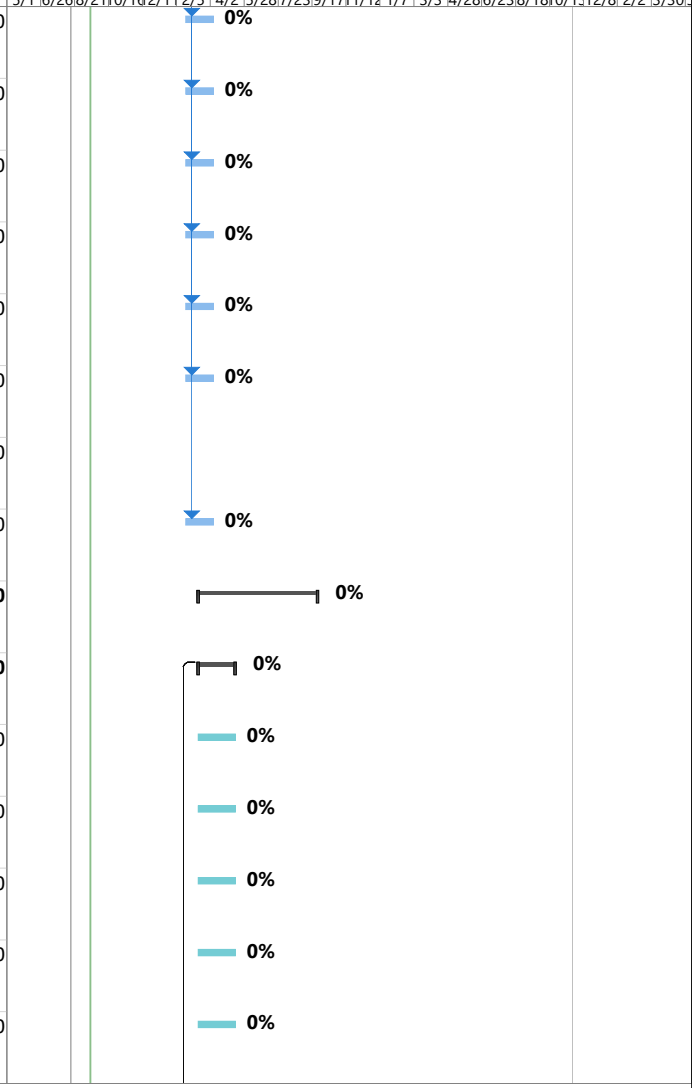
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
31		Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
32		Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
33		Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
34		Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
35		Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
36		Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
37		Creative Office Building Permit				$0.00
38		Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
39		**Phase I Site Work**	**141 days**	**Mon 3/13/23**	**Mon 9/25/23**	**$1,858,393.00**
40		**Site Demo**	**45 days**	**Mon 3/13/23**	**Fri 5/12/23**	**$390,403.00**
41		Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	$52,096.00
42		Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	$166,000.00
43		Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	$1,500.00
44		Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	$18,226.00
45		Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	$2,700.00



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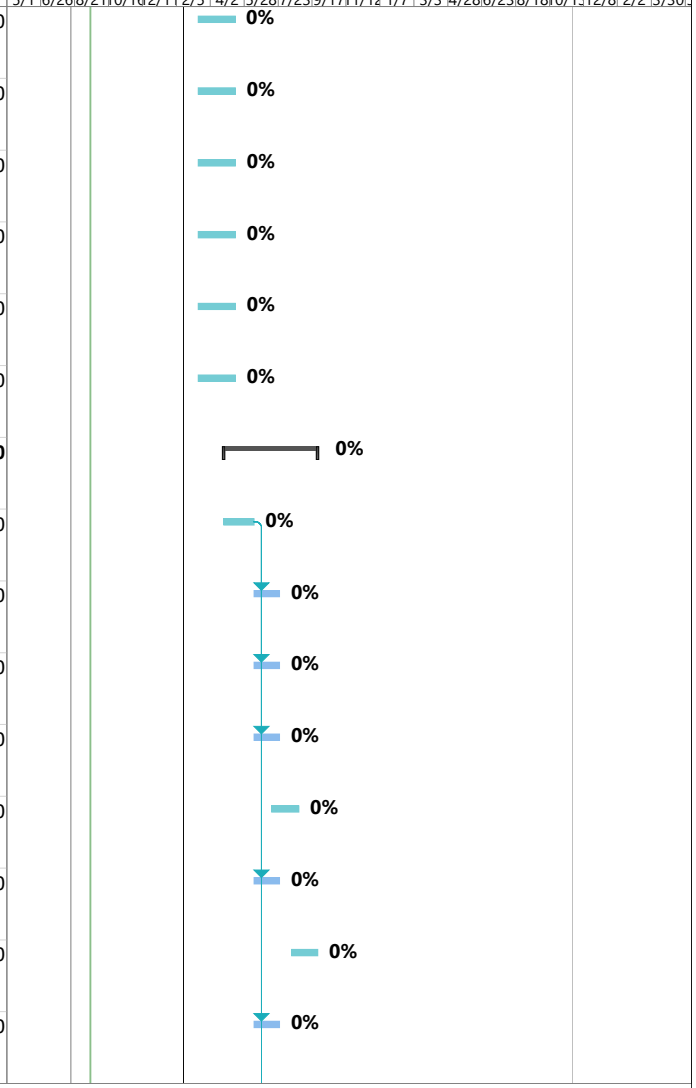
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
46		Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	$8,650.00
47		Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	$37,100.00
48		Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$30,000.00
49		Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	$22,601.00
50		Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	$44,830.00
51		Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$6,700.00
52		**Sitework**	**111 days**	**Mon 4/24/23**	**Mon 9/25/23**	**$1,467,990.00**
53		Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	$0.00
54		Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	$304,790.00
55		Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	$159,100.00
56		Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	$167,015.00
57		Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	$96,144.00
58		Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	$172,715.00
59		Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	$83,328.00
60		Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	$119,900.00



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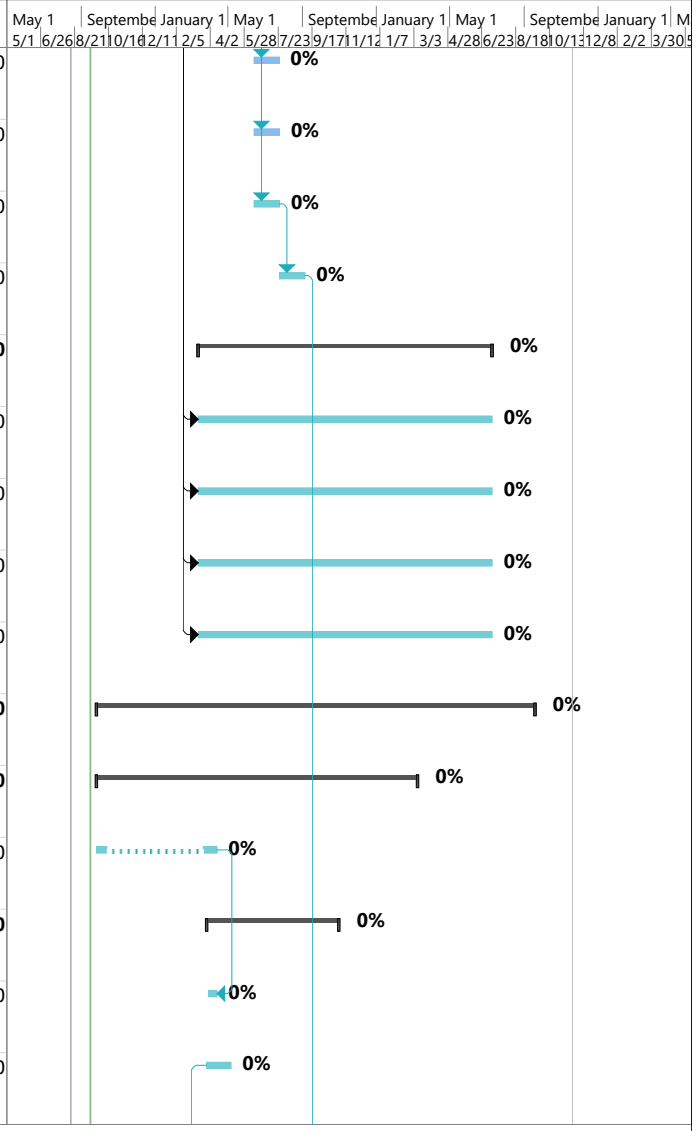
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
61		Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	$33,250.00
62		Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	$7,200.00
63		Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	$75,000.00
64		Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	$249,548.00
65		**Misc Construction Costs**	**347 days**	**Mon 3/13/23**	**Tue 7/9/24**	**$166,141.00**
66		Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	$125,000.00
67		Temporary Facillities	347 days	Mon 3/13/23	Tue 7/9/24	$2,100.00
68		Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	$19,041.00
69		Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	$20,000.00
70		**Soundstages**	**505 days?**	**Mon 9/26/22**	**Wed 9/18/24**	**$4,743,605.00**
71		**Stage 1**	**367 days?**	**Mon 9/26/22**	**Fri 3/8/24**	**$4,323,605.00**
72		Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	$215,256.00
73		**Replace Roof & Walls**	**156 days**	**Mon 3/27/23**	**Mon 10/30/23**	**$2,303,249.00**
74		Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	$0.00
75		Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	$0.00



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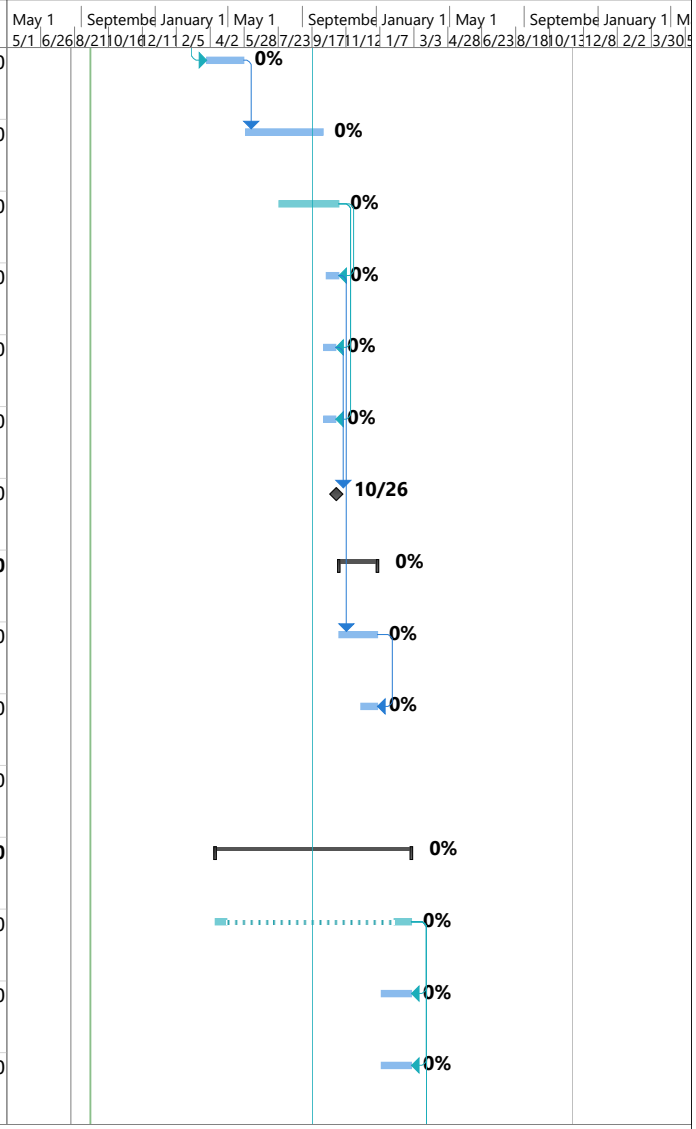
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
76		Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	$0.00
77		Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	$0.00
78		Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	$0.00
79		Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	$0.00
80		1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
81		3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
82		Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	$0.00
83		**Mechanical**	**46 days?**	**Tue 10/31/23**	**Tue 1/2/24**	**$624,000.00**
84		HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	$624,000.00
85		Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	$0.00
86		Gas Line (Heating)				$0.00
87		**Electrical**	**232 days**	**Mon 4/10/23**	**Tue 2/27/24**	**$615,100.00**
88		750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	$615,100.00
89		Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
90		Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	$0.00



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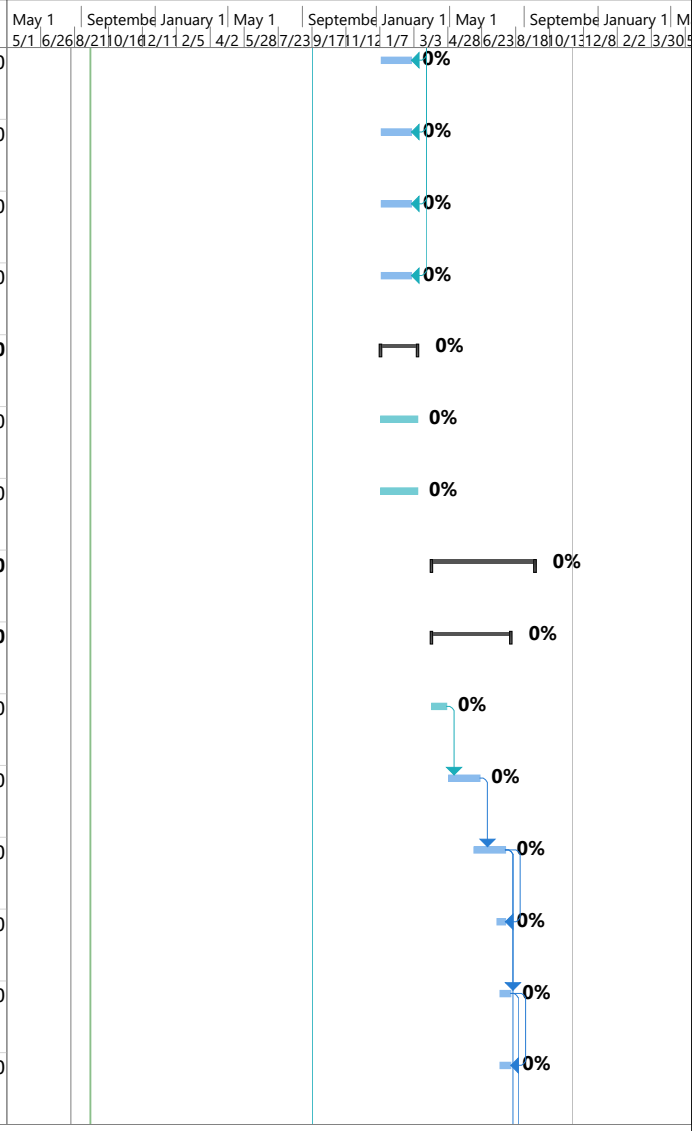
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
91		high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
92		emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
93		ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
94		general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
95		**Plumbing**	**45 days**	**Mon 1/8/24**	**Fri 3/8/24**	**$566,000.00**
96		Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	$20,000.00
97		Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	$546,000.00
98		**Stage 2**	**123 days?**	**Mon 4/1/24**	**Wed 9/18/24**	**$420,000.00**
99		**Stage 2 Renovation**	**95 days**	**Mon 4/1/24**	**Fri 8/9/24**	**$420,000.00**
100		Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	$0.00
101		Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	$0.00
102		Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	$0.00
103		Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	$0.00
104		1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	$0.00
105		3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	$0.00



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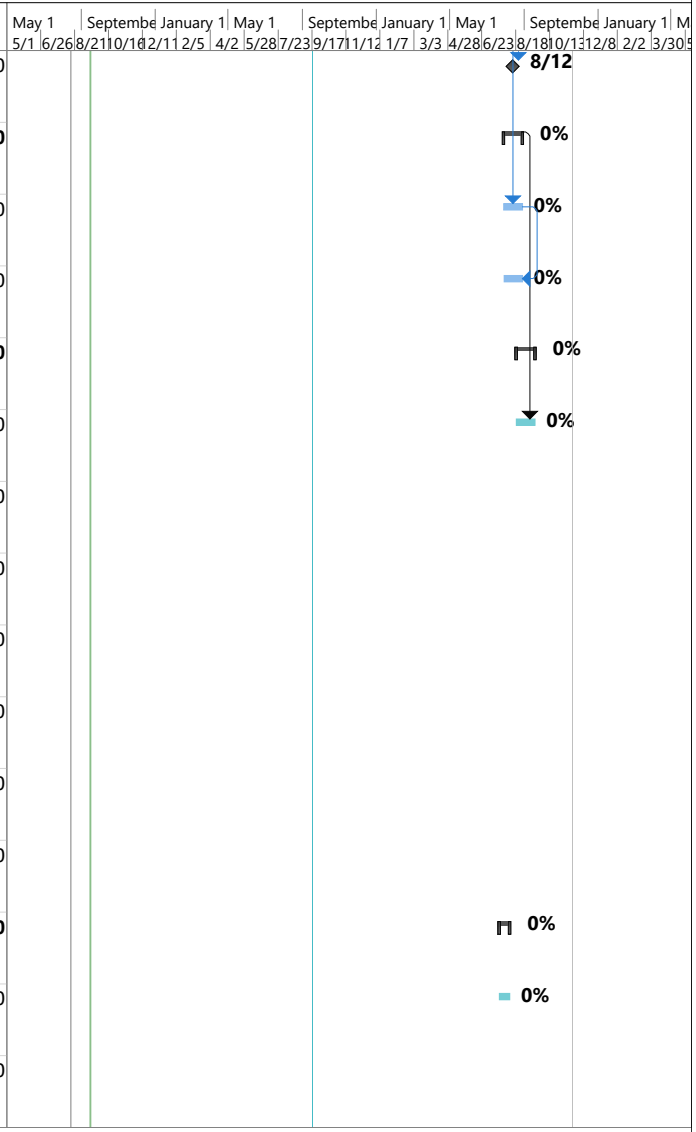
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
106		Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	$0.00
107		**Mechanical**	**23 days**	**Mon 7/29/24**	**Wed 8/28/24**	**$0.00**
108		HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	$0.00
109		Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	$0.00
110		**Electrical**	**23 days?**	**Mon 8/19/24**	**Wed 9/18/24**	**$0.00**
111		250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	$0.00
112		Interior Main				$0.00
113		Bull Switches				$0.00
114		warehouse lighting				$0.00
115		emergency lighting ingress/ egress				$0.00
116		exterior wall pack lighting				$0.00
117		convenient outlets, 220V outlets				$0.00
118		**Plumbing**	**13 days?**	**Mon 7/22/24**	**Wed 8/7/24**	**$0.00**
119		Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	$0.00
120		Fire Sprinkler System				$0.00



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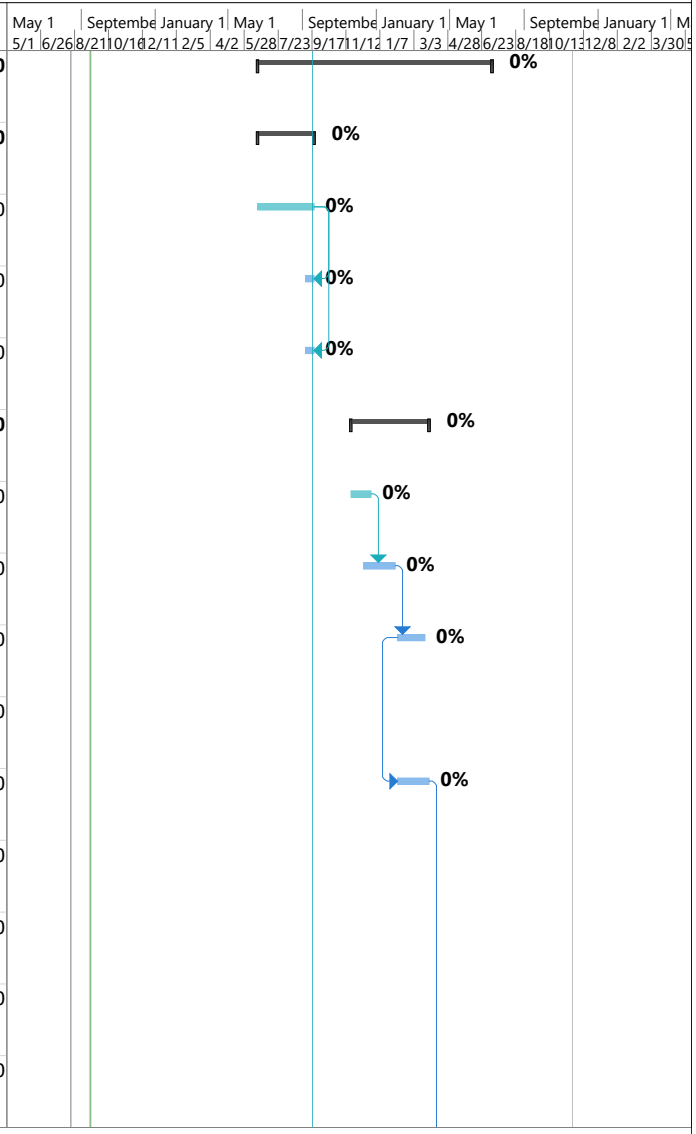
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
121		**Workshop A**	**277 days?**	**Mon 6/19/23**	**Tue 7/9/24**	**$1,846,000.00**
122		**2ea - Concrete Loading docks**	**67 days**	**Mon 6/19/23**	**Tue 9/19/23**	**$208,000.00**
123		concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	$208,000.00
124		hand railing	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
125		dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
126		**Workshop A Renovation**	**93 days?**	**Mon 11/20/23**	**Wed 3/27/24**	**$1,638,000.00**
127		Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	$0.00
128		Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	$0.00
129		Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	$0.00
130		Install/replace sub-framing				$0.00
131		Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	$0.00
132		Install interior metal wall panels				$0.00
133		install under roof insulation				$0.00
134		Remove wood frame breezeway				$0.00
135		Add metal frame breezeway				$0.00



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136		3ea demising walls in the building				$0.00
137		10 ea Exterior man doors				$0.00
138		6 ea 12' x 1O' Overhead doors				$0.00
139		**Mechanical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
140		HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
141		Gas (Heating)				$0.00
142		**Electrical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
143		Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
144		Interior Electrical Panels				$0.00
145		220V convenience power				$0.00
146		Warehouse lighting				$0.00
147		Emergency lighting ingress/egress				$0.00
148		Exterior lighting				$0.00
149		**Plumbing**	**136 days**	**Mon 1/1/24**	**Mon 7/8/24**	**$0.00**
150		Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	$0.00

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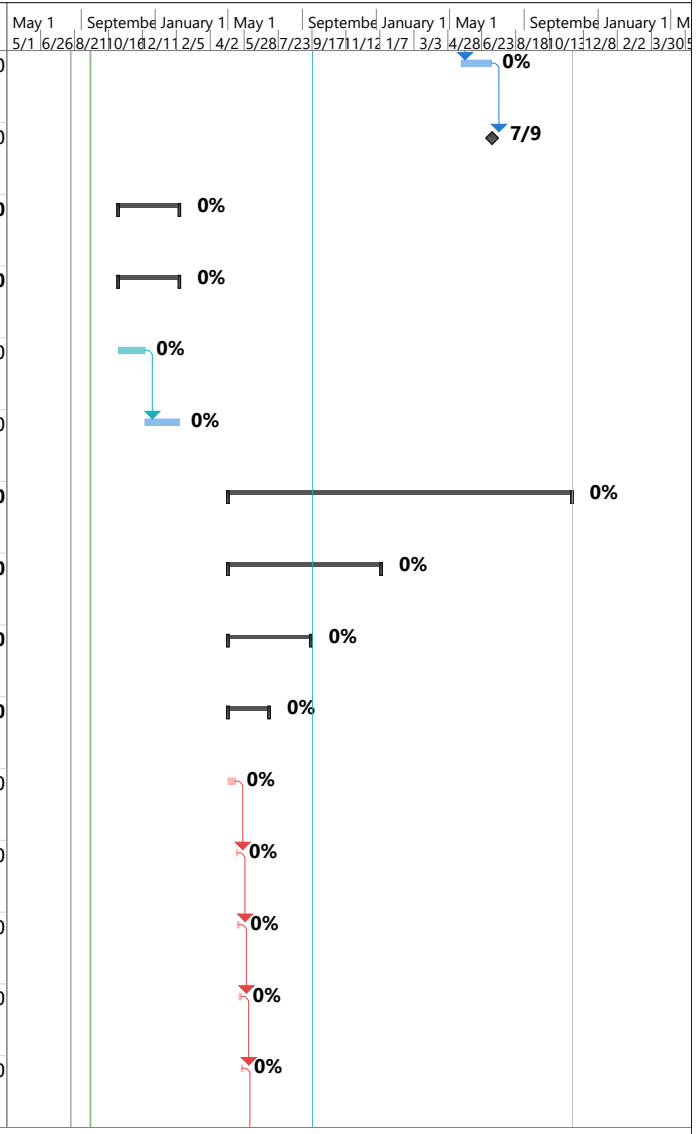
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	$0.00
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	$0.00
153		**Production Office Buildings**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
154		**POB 1**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	$45,875.00
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	$45,875.00
157		**NEW CONSTRUCTION**	**406 days**	**Mon 5/1/23**	**Mon 11/18/24**	**$15,985,000.00**
158		**New Stages 3 & 4**	**181 days**	**Mon 5/1/23**	**Mon 1/8/24**	**$14,000,000.00**
159		**Stage Structural Assembly**	**99 days**	**Mon 5/1/23**	**Thu 9/14/23**	**$7,000,000.00**
160		**Stage 3 Structural Assembly**	**50 days**	**Mon 5/1/23**	**Fri 7/7/23**	**$3,500,000.00**
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	$0.00
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	$0.00
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	$0.00
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	$0.00
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	$0.00



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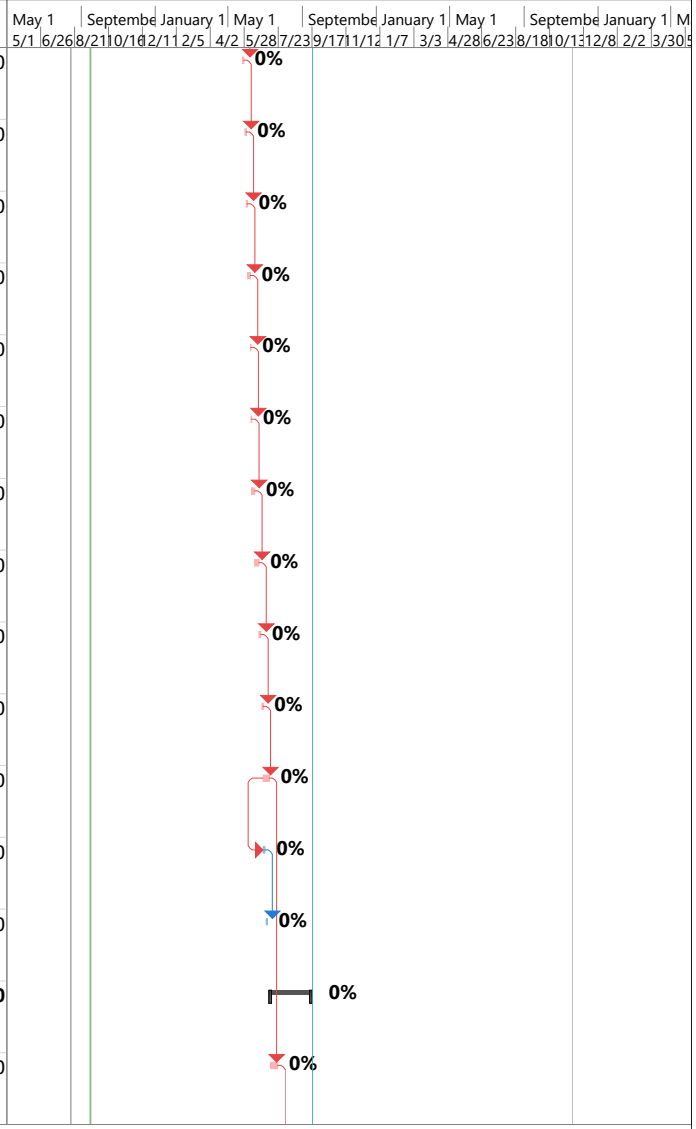
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	$0.00
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	$0.00
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	$0.00
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	$0.00
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	$0.00
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	$0.00
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	$0.00
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	$0.00
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	$0.00
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	$0.00
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	$0.00
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	$0.00
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	$0.00
179		**Stage 4 Structural Assembly**	**49 days**	**Mon 7/10/23**	**Thu 9/14/23**	**$3,500,000.00**
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	$0.00



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828 Studios Redevelopment Schedule.mpp

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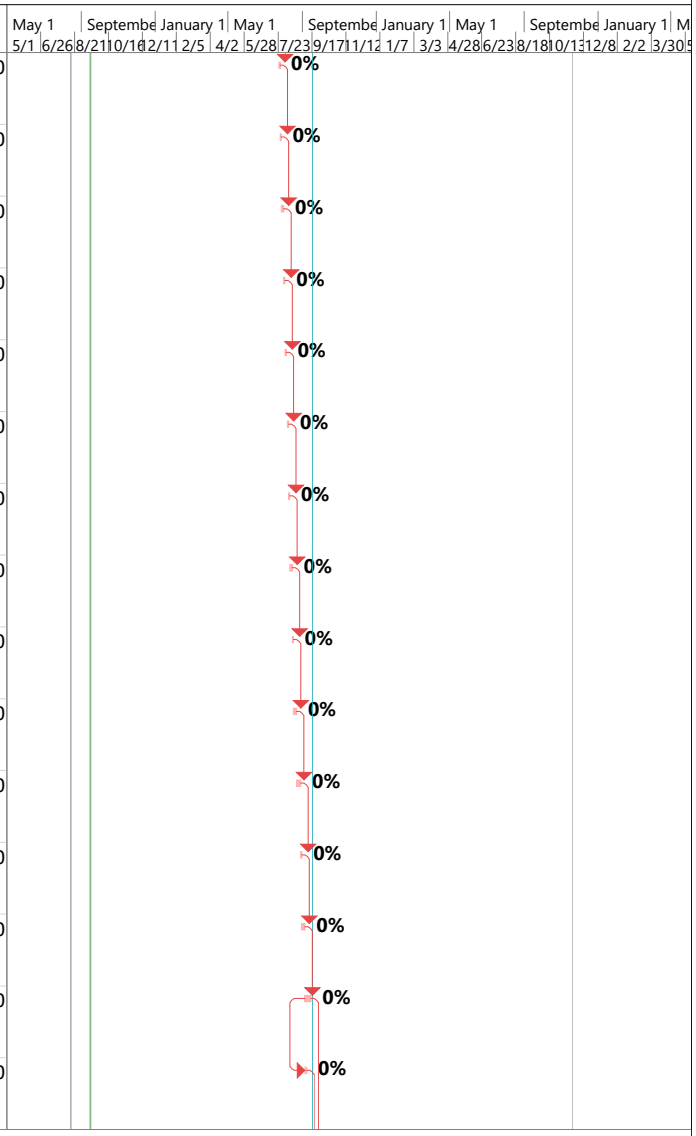
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	$0.00
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	$0.00
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	$0.00
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	$0.00
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	$0.00
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	$0.00
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	$0.00
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	$0.00
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	$0.00
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	$0.00
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	$0.00
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	$0.00
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	$0.00
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	$0.00
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	$0.00



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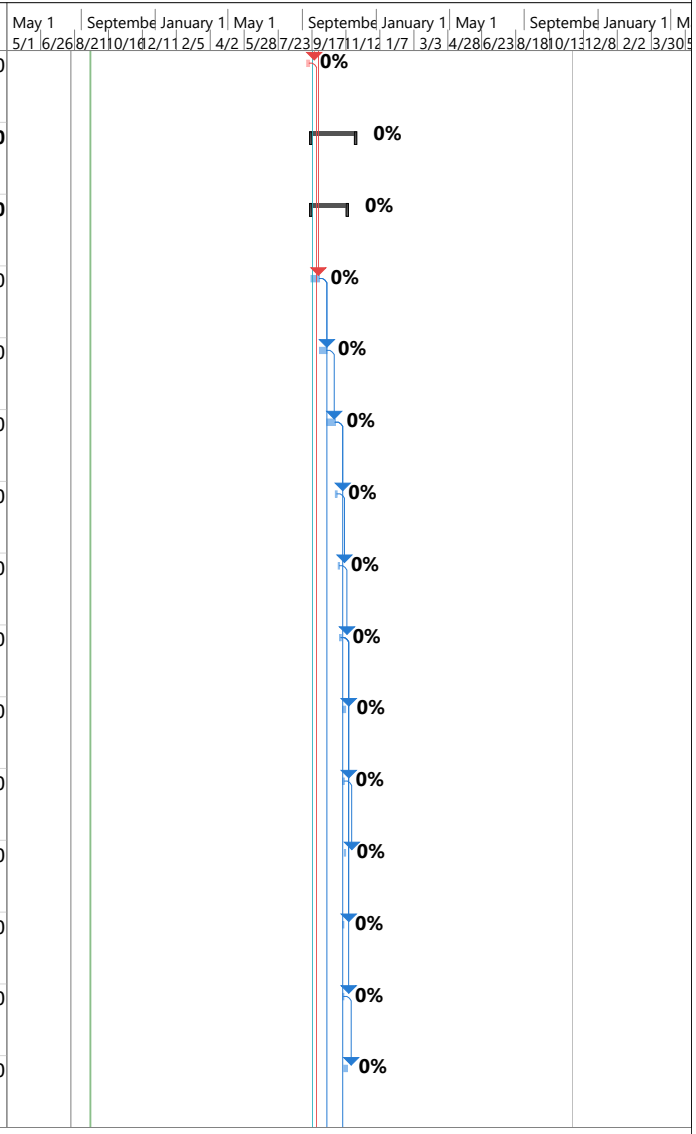
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	$0.00
197		**Stage Interior**	**52 days**	**Fri 9/15/23**	**Mon 11/27/23**	**$3,500,000.00**
198		**Stage 3 Interior**	**42 days**	**Fri 9/15/23**	**Mon 11/13/23**	**$1,750,000.00**
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	$0.00
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	$0.00
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	$0.00
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	$0.00
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	$0.00
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	$0.00
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	$0.00
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	$0.00
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	$0.00



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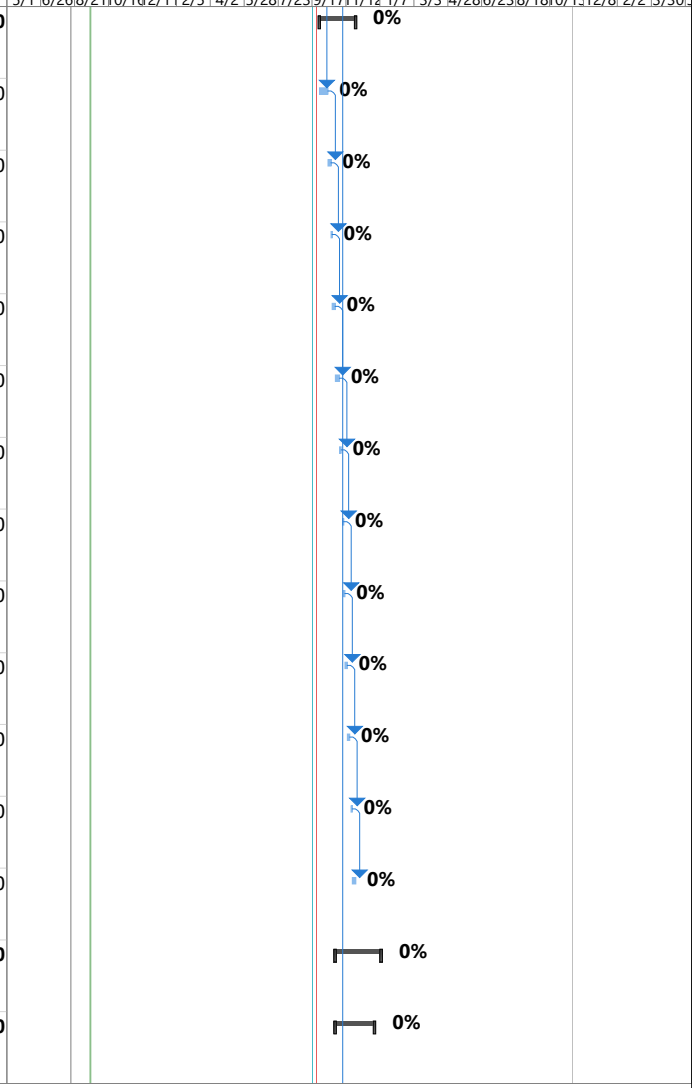
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
211		**Stage 4 Interior**	**42 days**	**Fri 9/29/23**	**Mon 11/27/23**	**$1,750,000.00**
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	$0.00
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	$0.00
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	$0.00
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	$0.00
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	$0.00
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	$0.00
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	$0.00
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	$0.00
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	$0.00
224		**Stage Fit Out**	**54 days**	**Wed 10/25/23**	**Mon 1/8/24**	**$3,500,000.00**
225		**Stage 3 Fit Out**	**47 days**	**Wed 10/25/23**	**Thu 12/28/23**	**$1,750,000.00**



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828 Studios Redevelopment Schedule.mpp

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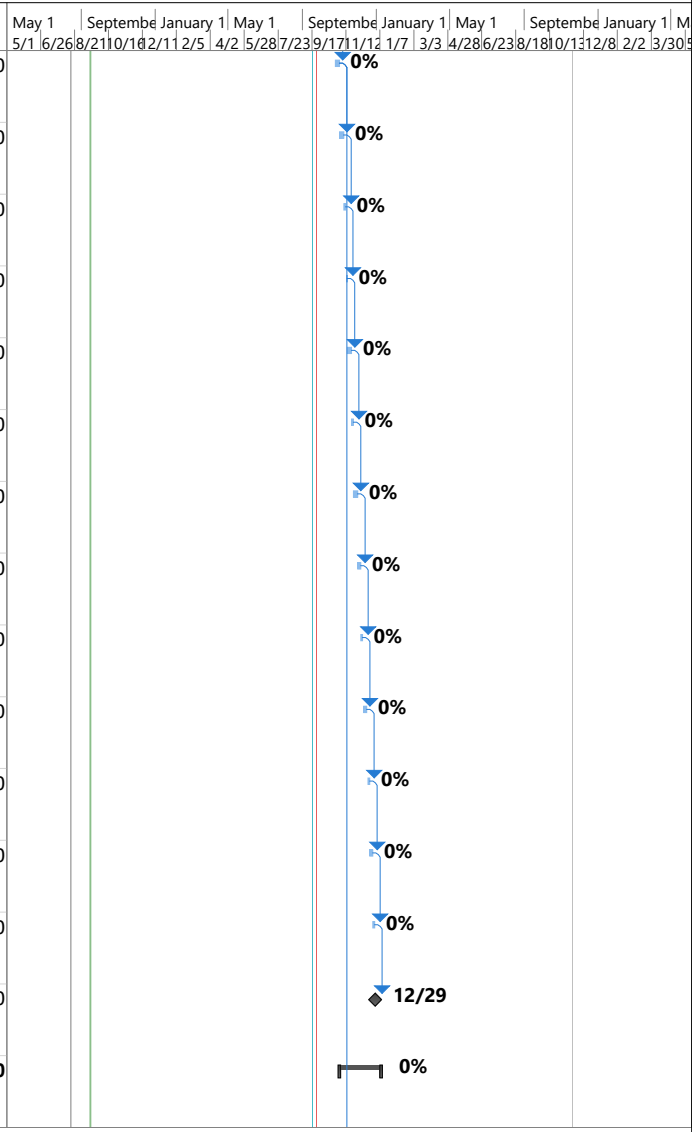
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	$0.00
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	$0.00
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	$0.00
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	$0.00
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	$0.00
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	$0.00
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	$0.00
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	$0.00
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	$0.00
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	$0.00
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	$0.00
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	$0.00
240		**Stage 4 Fit Out**	**49 days**	**Wed 11/1/23**	**Mon 1/8/24**	**$1,750,000.00**



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828 Studios Redevelopment Schedule.mpp

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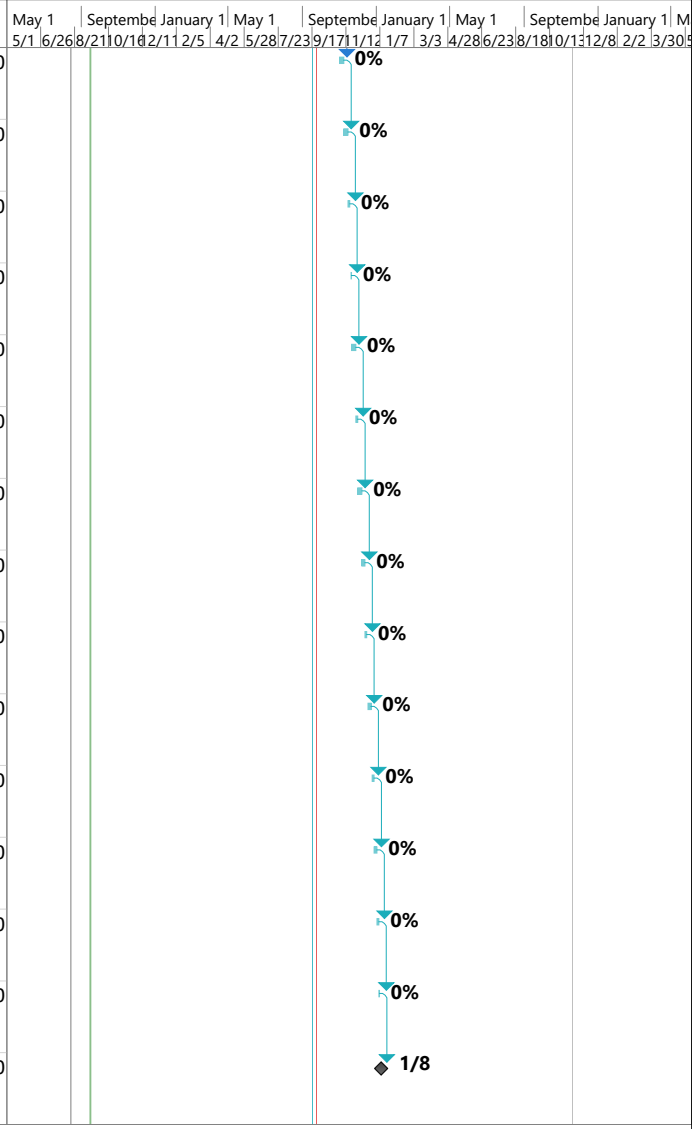
241		House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
242		Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	$0.00
243		Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	$0.00
244		Signage	1 day	Mon 11/20/23	Mon 11/20/23	$0.00
245		Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	$0.00
246		MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	$0.00
247		Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	$0.00
248		Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	$0.00
249		MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	$0.00
250		HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	$0.00
251		Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	$0.00
252		Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	$0.00
253		Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	$0.00
254		Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	$0.00
255		Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	$0.00



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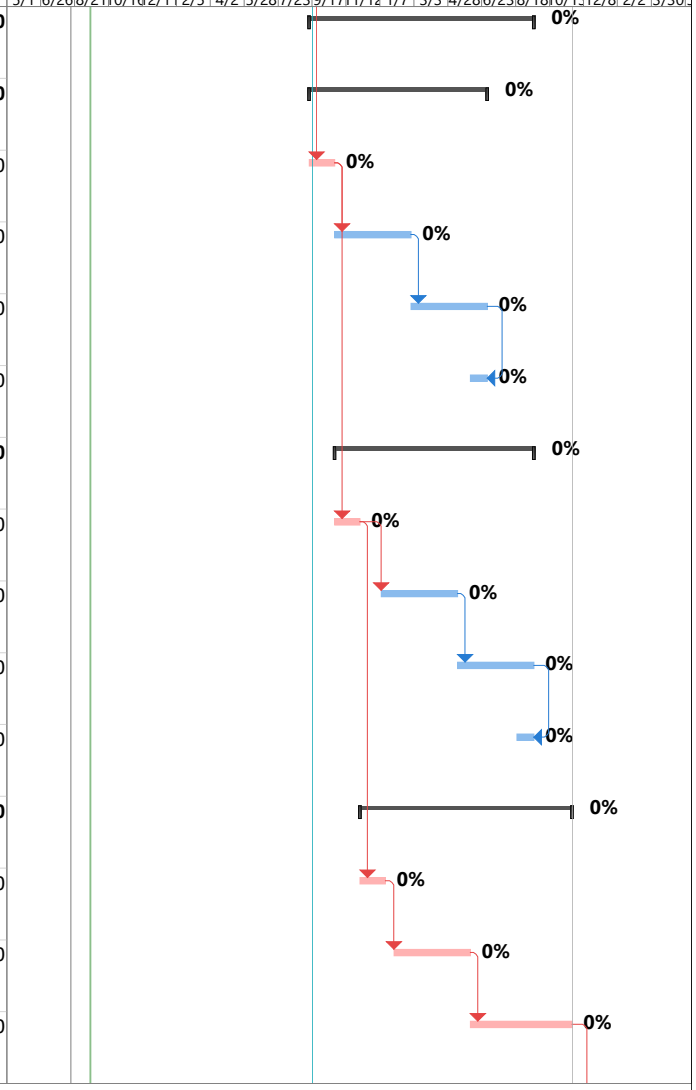
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
256		**New Production Office Buildings 2 & 3**	**265 days**	**Tue 9/12/23**	**Mon 9/16/24**	**$1,280,000.00**
257		**POB 2**	**210 days**	**Tue 9/12/23**	**Mon 7/1/24**	**$640,000.00**
258		Floorplans (TBD)	30 days	Tue 9/12/23	Mon 10/23/23	$0.00
259		MEP (TBD)	90 days	Tue 10/24/23	Mon 2/26/24	$0.00
260		Construction (TBD)	90 days	Tue 2/27/24	Mon 7/1/24	$0.00
261		IT / Telco	20 days	Tue 6/4/24	Mon 7/1/24	$0.00
262		**POB 3**	**235 days**	**Tue 10/24/23**	**Mon 9/16/24**	**$640,000.00**
263		Floorplans (TBD)	30 days	Tue 10/24/23	Mon 12/4/23	$0.00
264		MEP (TBD)	90 days	Tue 1/9/24	Mon 5/13/24	$0.00
265		Construction (TBD)	90 days	Tue 5/14/24	Mon 9/16/24	$0.00
266		IT / Telco	20 days	Tue 8/20/24	Mon 9/16/24	$0.00
267		**New Creative Office Building**	**250 days**	**Tue 12/5/23**	**Mon 11/18/24**	**$640,000.00**
268		Floorplans (TBD)	30 days	Tue 12/5/23	Mon 1/15/24	$0.00
269		MEP (TBD)	90 days	Tue 1/30/24	Mon 6/3/24	$0.00
270		Construction (TBD)	120 days	Tue 6/4/24	Mon 11/18/24	$0.00



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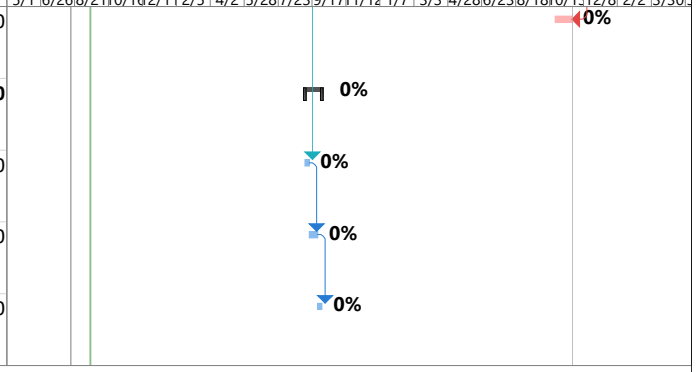
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	$0.00
272		**Guard Shacks**	**20 days**	**Tue 9/5/23**	**Mon 10/2/23**	**$65,000.00**
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	$0.00
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	$0.00
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	$65,000.00



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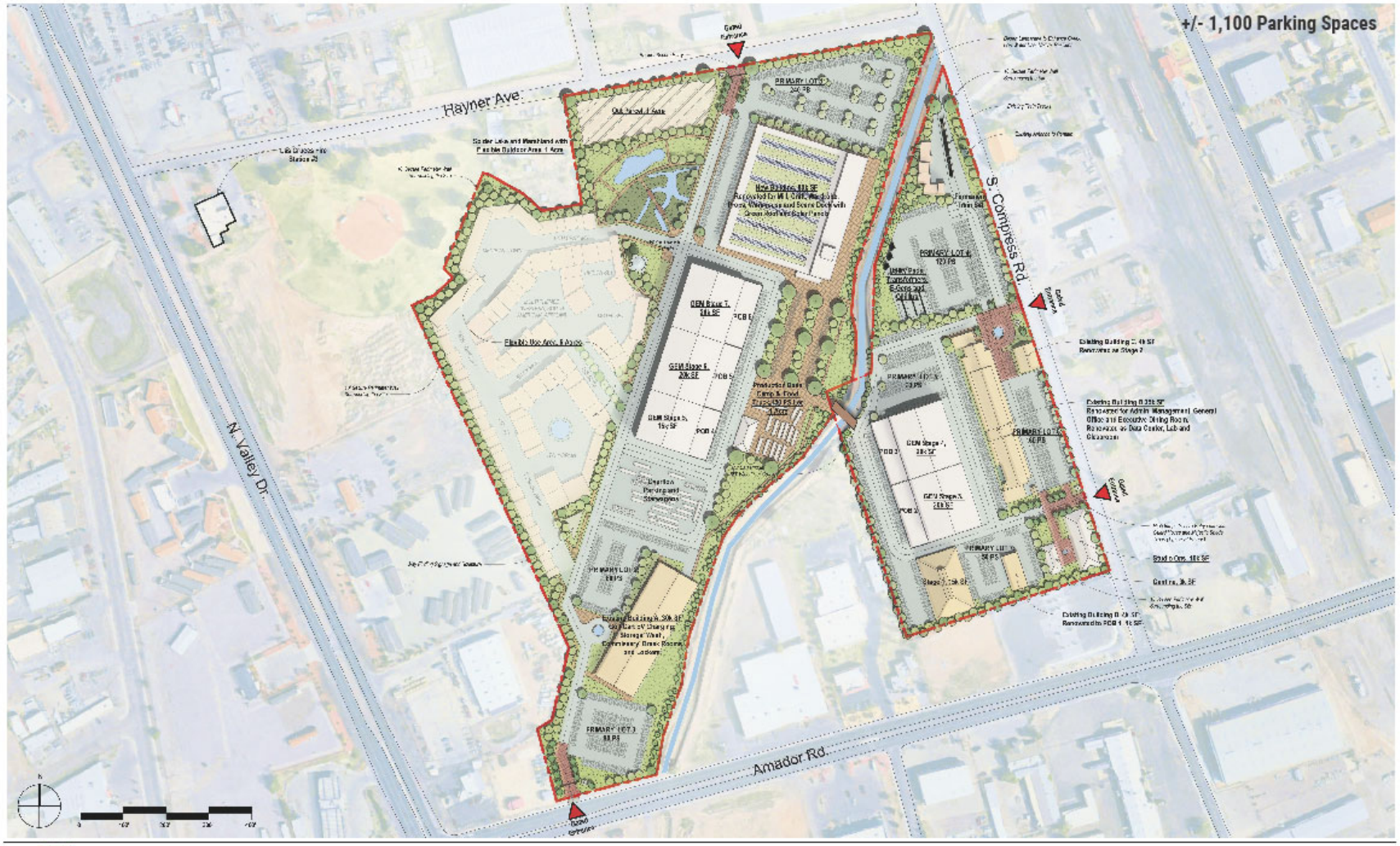
16 Conceptual Site Plans

CONCEPTUAL SITE PLAN



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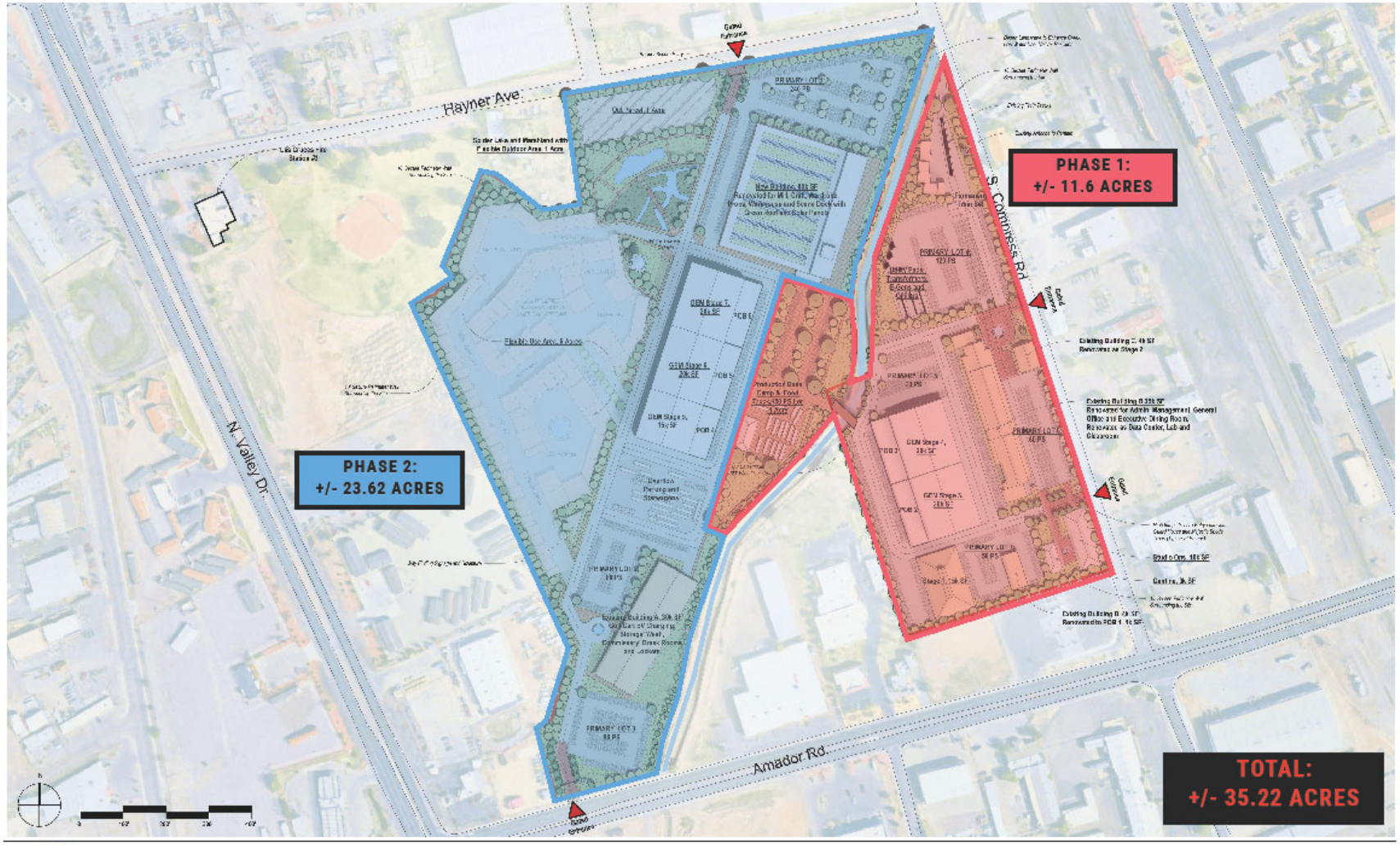
SEPTEMBER 02 2022 2

CONCEPTUAL PERSPECTIVE

PHASING PLAN



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SEPTEMBER 02 2022 4

18 Construction Drawings

Placeholder pending architect agreement & scope.

Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showning 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

19 Demo Permit

Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN

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26 Permits

Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

82 Stage 1 COA
Stage 1 Certificate Of Occupancy placeholder pending confirmation.

88 750 KVA Transformer 900 amp, 480V 3P
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.

106 Stage 2 COA
Stage 2 Certificate Of Occupancy placeholder pending confirmation

107 Mechanical
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

110 Electrical
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

111 250 KVA Transformer
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.

118 Plumbing
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

120 Fire Sprinkler System
Stage 2 Fire Sprinkler System installation requirements TBD

126 Workshop A Renovation
WS-A Renovation cost includes subcategories (Task #122-#133)

139 Mechanical
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

142 Electrical
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

143 Transformer (TBD)
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.

149 Plumbing
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

152 Workshop A COA
Workshop A COA placeholder pending confirmation

153 Production Office Buildings
POB 1 T.I.'s TBD

157 NEW CONSTRUCTION
All new construction tasks TBD pending design.

257 POB 2
POB cost and schedule placeholder pending design

262 POB 3
POB 3 cost and schedule placeholder pending design

272 Guard Shacks
Guard Shack schedule TBD

HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460 MARK HETTINGA , PRESIDENT
Labor Registration No. 0036820050601
P.O. BOX 2409 Las Cruces, NM 88004
Phone (575) 524-3551 Fax (575) 526-0835
Email – hei@highlandnm.com

Budgetary Estimate No. One Date Septembe 8, 2022

Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005

To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, commentsand available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans
Site Plan Floor Plans
Elevation Views
Structural Foundation plans
Structural Building Plans
Plumbing plans
HVAC plans
Electrical plans
Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

- Studio Ops Building (Generic SF Price $160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price $25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached

Exclusions / Assumptions:

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By _____

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Archictectural Fees			$ 515,000.00	$ 515,000.00	
Contractor Design/Build Fee	1		$ 125,000.00	$ 125,000.00	
Topo Survey	1		$ 9,100.00	$ 9,100.00	
Geo Tech Report	1		$ 8,000.00	$ 8,000.00	
Storm Water Pollution Prevention Plan	1		$ 7,000.00	$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		$ 103,500.00	$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		$ 20,000.00	$ 20,000.00	
Temporary Facilities	1		$ 2,100.00	$ 2,100.00	
Temporary Utilities	1		$ 19,041.00	$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	$ 52,096.00	$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	$ 166,000.00	$ 166,000.00	
Tire Removal	1	LS	$ 1,500.00	$ 1,500.00	
Misc Trash	1	LS	$ 18,226.00	$ 18,226.00	
RV Trailer	1	LS	$ 2,700.00	$ 2,700.00	
Stage 1 Clean Out	1	LS	$ 8,650.00	$ 8,650.00	
Stage 2 Clean Out	1	LS	$ 37,100.00	$ 37,100.00	
Work Shop Clean Out	1	LS	$ 30,000.00	$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	$ 22,601.00	$ 22,601.00	
Demo above grade concrete Structures	1	LS	$ 44,830.00	$ 44,830.00	
Demo Bagging Equipment	1	LS	$ 6,700.00	$ 6,700.00	
SITE WORK					
Materials Testing	1		$ 7,000.00	$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	$ 304,790.00	$ 304,790.00	
Remaining Access Roads	47,144	SY	$ 203,000.00		$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	$ 159,100.00		$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	$ 167,015.00	$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	$ 93,144.00	$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	$ 172,715.00	$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	$ 83,328.00	$ 83,328.00	$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	$ 119,900.00		$ 119,900.00
Graveled Lot for Chillers, Satellites, Generators	4,646	SY	$ 33,250.00		$ 33,250.00
Cantina Slab	950	SF	$ 7,200.00		$ 7,200.00
Landscape	47,990	SF	$ 249,548.00	$ 62,387.00	$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	$ 575,000.00	$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	$ 575,000.00		$ 575,000.00

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	$ 215,256.00	$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels Install SIPS Panels Interior Walls and Roof Install Duct Liner	32,000	SF	$ 2,303,249.54	$ 2,303,249.54	
18' wide Bi-parting door	1	EA			
Holow Metal Man Doors	3	EA			
Plumbing	15,600	SF	$ 20,000.00	$ 20,000.00	
HVAC 150 TNS	15,600	SF	$ 624,000.00	$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	$ 615,100.00	$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	$ 546,000.00	$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	$ 1,638,000.00	$ 1,638,000.00	
Loading Dock	2	EA	$ 208,000.00	$ 208,000.00	
STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	$ 420,000.00	$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	$ 640,000.00		$ 640,000.00
POB 1 Building Renovate	3,670	SF	$ 91,750.00	$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	$ 65,000.00	$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???
			Total Budget So Far	Phase 1	Phase 2 So Far
			$ 11,335,489.54	$ 9,410,878.54	$ 1,924,611.00

8.1875% NMGR Tax $ 770,515.68

$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.

828 PRODUCTIONS

100 S. Church St.
Las Cruces,
NM 88001

LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
Studio	Asst to Director of Studio Operations	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Manger, Studio Operation	L	$ 70,000.00	1				$ 70,000.00	$ -	$ -
Studio	Manager, Accounting	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
Studio	Coordinator, Studio Facilities	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Department Manager	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Stage Manager	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00		1			$ -	$ 50,000.00	$ -
Studio	Stage Hand	L	$ 50,000.00			1		$ -	$ -	$ 50,000.00
Studio	Catering Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	UPM	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Set Designer	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Property Manager	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Transporation and Logistics Manger	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Grip	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Grip	L	$ 60,000.00	0	1			$ -	$ 60,000.00	$ -
Studio	Lighting Foreman	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Mill Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Mill Assistant	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Painter	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Construction Grip	L	$ 45,000.00	1				$ 45,000.00	$ -	$ -
Studio	IT Support	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Security Superisor	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	CEO	L	$ 300,000.00	1				$ 300,000.00	$ -	$ -
828 Productions	Project Coordinator	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP, Sales and Distribution	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Sales and Distribution	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP, Physical Production	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Physical Production	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Director, Creative Services? DM	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
828 Productions	Office Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Office Assistant	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Director of Human Resources	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP of Production Accounting	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	VP of Production Accounting	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00			1		$ -	$ -	$ 60,000.00
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	Legal Counsel	L	$ 300,000.00		1			$ -	$ 300,000.00	$ -
828 Productions	Paralegal	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	VFX Producer	L	$ 200,000.00		1			$ -	$ 200,000.00	$ -
828 VFX Facility	VFX Supervisor	L	$ 150,000.00		1			$ -	$ 150,000.00	$ -
828 VFX Facility	VFX Controller	L	$ 150,000.00			1		$ -	$ -	$ 150,000.00
828 VFX Facility	Technical Director	L	$ 150,000.00		1			$ -	$ 150,000.00	$ -
828 VFX Facility	Lead Animator	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	Animator	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	Lighting and Renderting Lead	L	$ 90,000.00		1			$ -	$ 90,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 VFX Facility	Art Dept Assisstant	L	$ 40,000.00	1	0			$ 40,000.00	$ -	$ -
828 VFX Facility	Office Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	VP Post Production	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 Post Production	Editor	L	$ 90,000.00	1				$ 90,000.00	$ -	$ -
828 Post Production	Editor	L	$ 90,000.00		1			$ -	$ 90,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00			1		$ -	$ -	$ 75,000.00
828 Post Production	Colorist	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Post Production	Colorist	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Sound Designer	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Post Production	Sound Designer	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Music Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Tech Support	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Post Production	Facilities Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Office Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
								$ 4,635,000.00	$ 2,295,000.00	$ 575,000.00
								Total Yr 1	**Total added yr 2**	**Total added yr 3**

Total Number of Jobs Created	62	28	10	=	100

Total Estimated Payroll At year 3	$	7,505,000.00
Average Payscale	$	75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.

** Projections are based on 3 years per the requirments of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

*NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AUTHORIZATION FOR EXAMINATION AND RELEASE OF INFORMATION

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm
SIGNATURE:

TITLE: CEO
COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN: _____
DOB: _____

DATE: 9/29/2022

This Document is only valid if notarized

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September 2022 of San Diego County, ~~New Mexico~~ California

Signed

My Commission expires: 6-15-2023

Notary Public

GMN1 M.W. BOYD COMM. # 2293232 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY My Commission Expires June 15, 2023 GMN1

100 S. Church St.
Las Cruces,
NM 88001

828 PRODUCTIONS

LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC **Officer**

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
89EB80C4B4E340D...

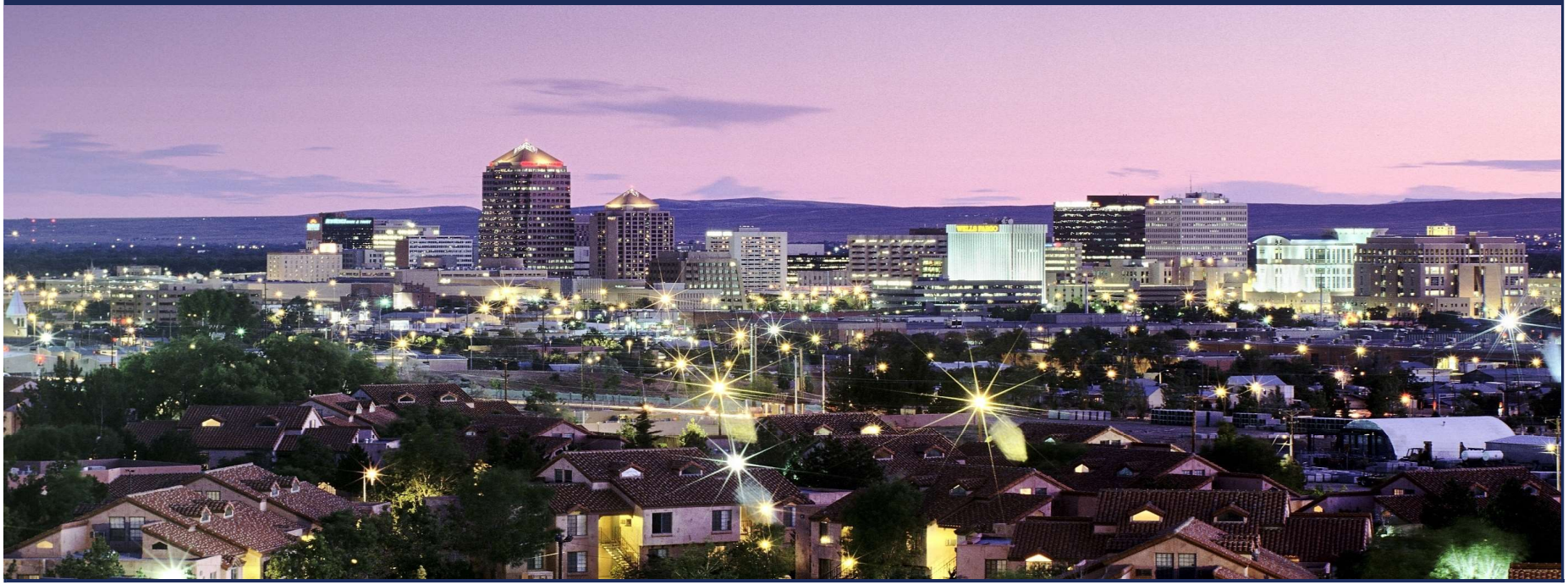
Name Todd Lundbohm
Job Title CEO
Name of Company 828 Productions LLC

EDD Economic Development Department

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:

This report and analysis, provided by the New Mexico Economic Development Department, relies on prospective estimates of business activity. These estimates, which are provided by the company, may not be realized due to unforeseen events that are outside the control of the company and unknown to the New Mexico Economic Development Department.

The New Mexico Economic Development Department made reasonable efforts to ensure that the estimates provided by the company, are realistic estimates of future activity.

The model was created by the New Mexico Economic Development Economists and used assumptions to generate the final report. The report and analysis provided by the New Mexico Economic Development Department is not a guarantee that any of the estimates or results contained in this report will actually be achieved.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.

Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

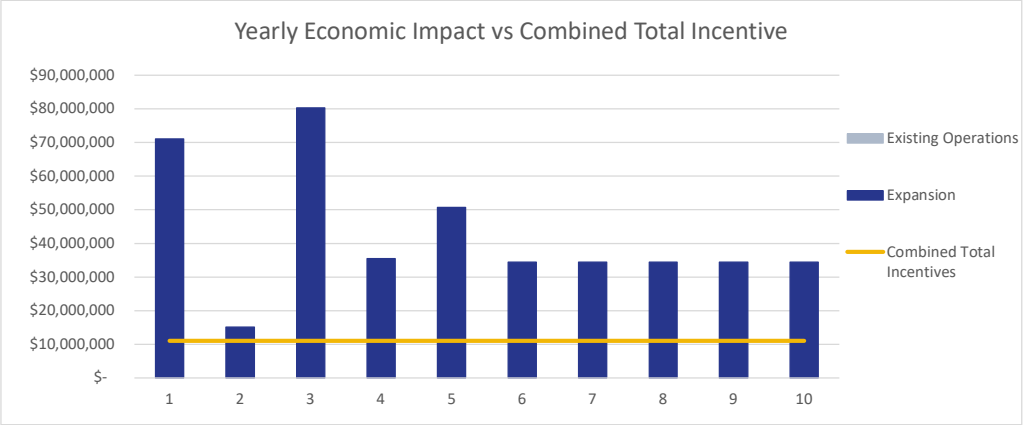
	Cumulative Net Benefits			
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	$ -	$ 18,050,424	$ 18,050,424	$ 15,061,099
County	$ -	$ 7,642,060	$ 7,642,060	$ 6,243,473
City	$ -	$ 10,567,772	$ 10,567,772	$ 8,899,565
School District	$ -	$ 4,202,609	$ 4,202,609	$ 3,306,051
Special Taxing District	$ -	$ 830,883	$ 830,883	$ 653,628
Total	**$ -**	**$ 41,293,749**	**$ 41,293,749**	**$ 34,163,816**

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

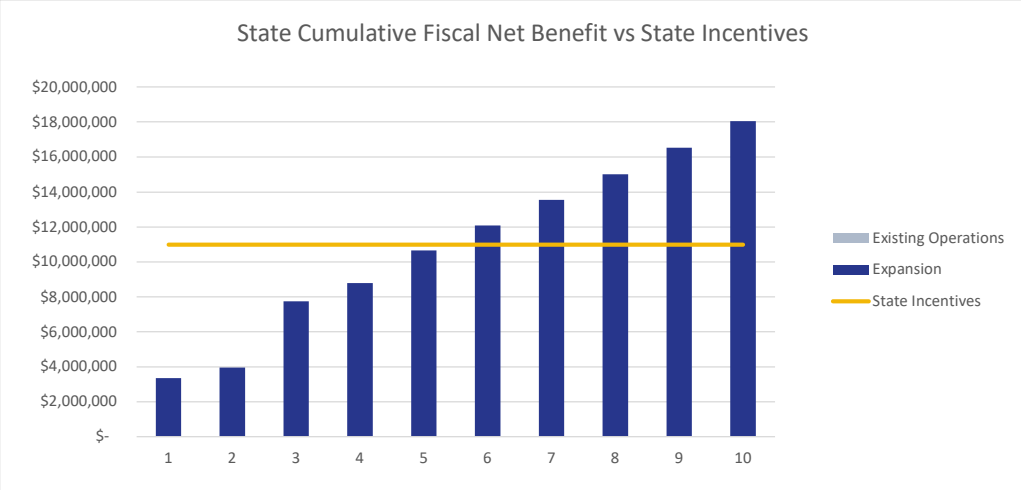
	Total
Estimated Economic Impact Over 10 Years:	$ 424,743,368
Combined Total Incentive Over 10 Years:	$ 10,994,818
Economic Impact Rate of Return:	3,763%



Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts



Incentives

Total State Incentive:	$	10,994,818
State Incentive Per Job:	$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24	Years
State Rate of Return Combined:	37%	

Expansion Only Payback and Return

State Payback Period Expansion:	5.24	Years
State Rate of Return Expansion:	37%	

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

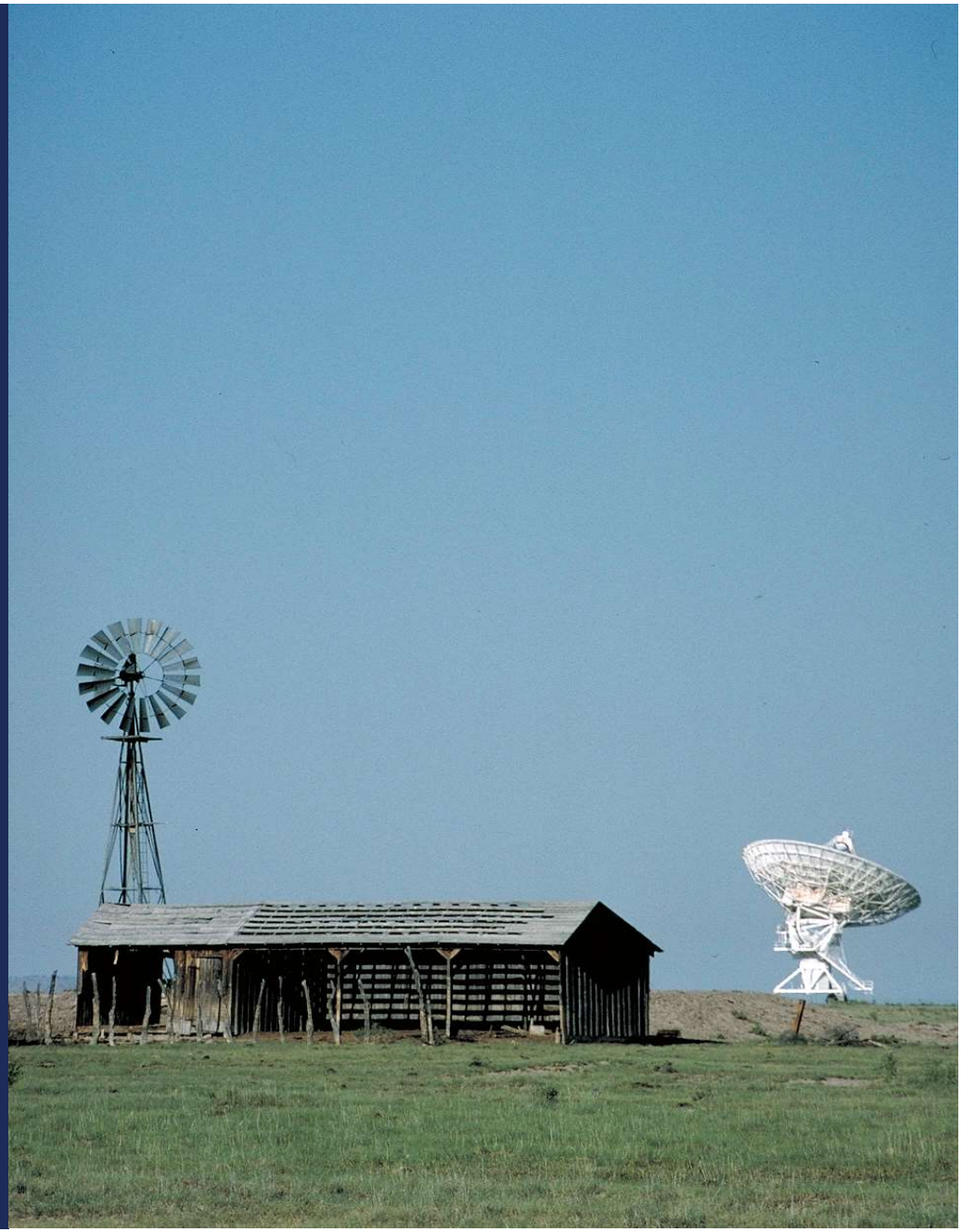
State Combined Net Benefits

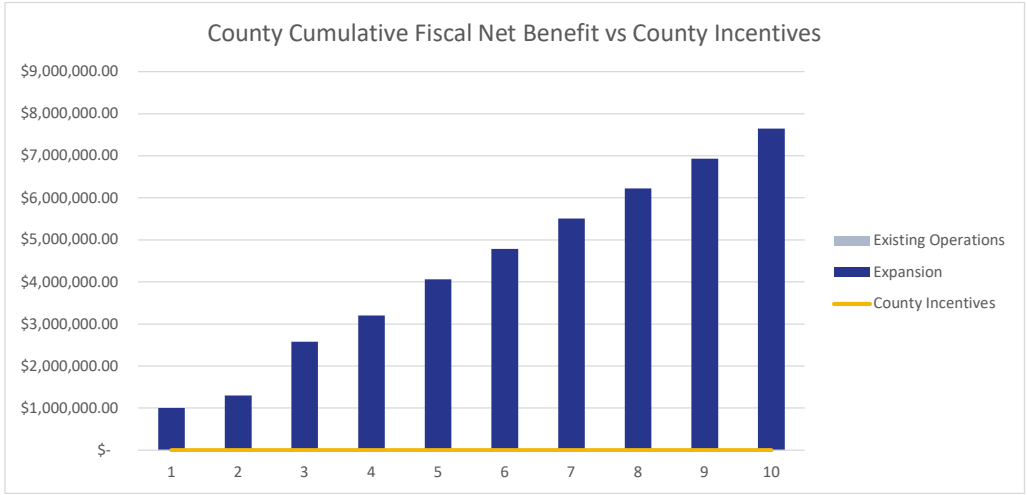
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	8,355,193
	Personal Income Taxes	$	9,695,231
	Corporate Income Taxes	$	-
	Misc. Taxes and Revenue	$	-
	Subtotal of Benefits	**$**	**18,050,424**
Costs			
	Costs	$	-
	Subtotal of Costs	**$**	**-**
Net Benefits			
	Net Benefits	**$**	**18,050,424**
	Present Value	**$**	**15,061,099**

County Impacts





Incentives

Total County Incentive:	$	-
County Incentive Per Job:	$	-

Combined Payback and Return

County Payback Period Combined:	-	Years
County Rate of Return Combined:	N/A	

Expansion Only Payback and Return

County Payback Period Expansion:	-	Years
County Rate of Return Expansion:	N/A	

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

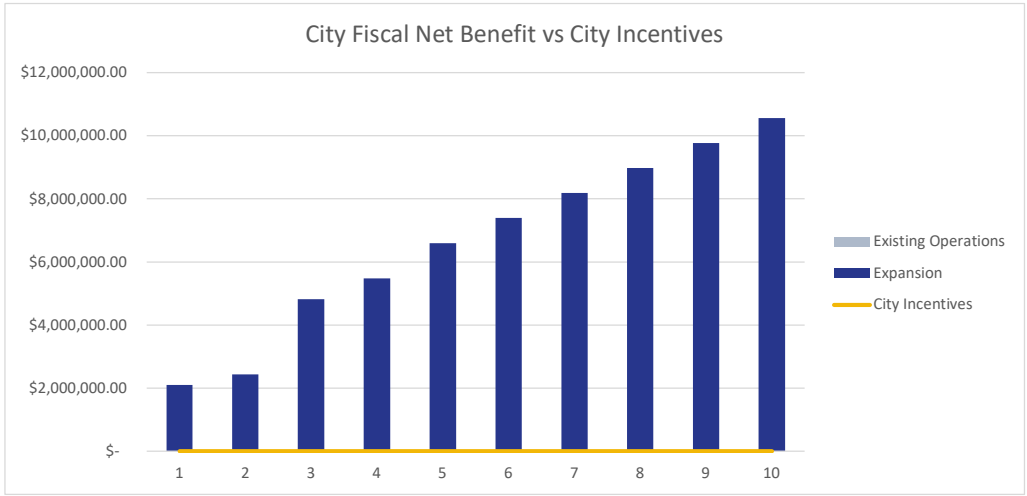
County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	2,677,947
	Misc. Taxes and Revenue	$	-
	Property Taxes	$	4,964,113
	Subtotal of Benefits	**$**	**7,642,060**
Costs			
	Costs	$	-
	Subtotal of Costs	**$**	**-**
Net Benefits			
	Net Benefits	**$**	**7,642,060**
	Present Value	**$**	**6,243,473**

City Impacts



Incentives

Total City Incentive:	$	-
City Incentive Per Job:	$	-

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

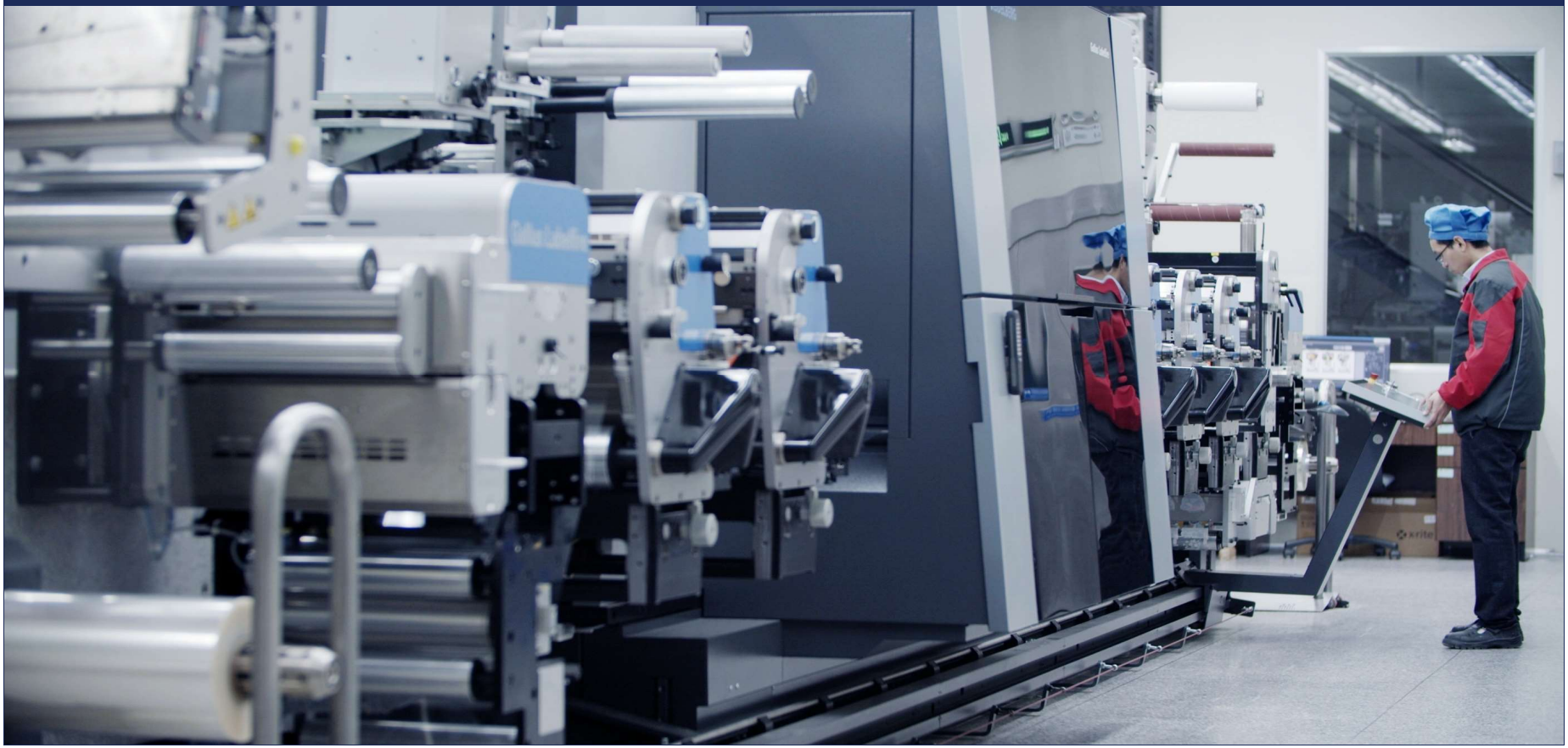
City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 6,775,205
	Misc. Taxes and Revenue	$ -
	Property Taxes	$ 3,792,568
	Subtotal of Benefits	**$ 10,567,772**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 10,567,772**
	Present Value	**$ 8,899,565**

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

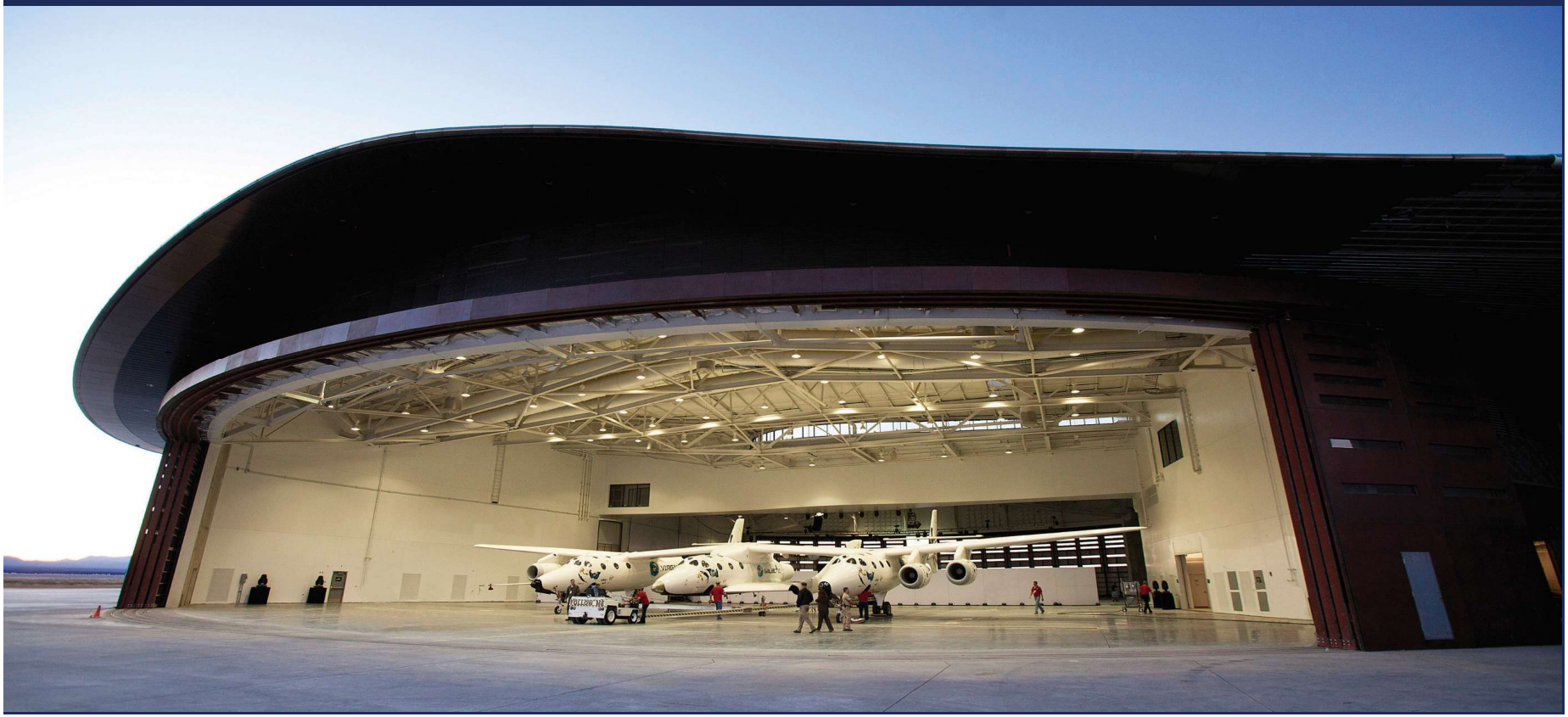
Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption Through 10 Years:	$ -	$ -	$ -	$ -
*Value of Payment in Lieu of Taxes Through 10 Years:	$ -	$ -	$ -	$ -

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption Through 10 Years:	$ -	$ -	$ -

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND THE CITY OF LAS CRUCES, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and The City of Las Cruces (the "City"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 2873, which established the City of Las Cruces Economic Development Plan that promotes economic development within the City; and

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 300 S. Compress Road in Las Cruces, New Mexico (the "Project") and will employ at least 335 full-time persons by December 31, 2029; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to $3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars ($3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to $3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to $3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 335 full-time employees at the facility by December 31, 2029.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies

recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

A. Pay the costs and expenses incurred for the Project from the Appropriation;

B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;

C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;

D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;

E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;

F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;

G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;

B. It has the legal authority to receive and expend the Appropriation;

C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan;

D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;

F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;

I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars ($3,000,000). The funds shall be used only for the purpose stated in this Agreement;

B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to December 31, 2030.

C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2031 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS:

The Qualifying Entity shall submit quarterly reports regarding employment to the EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

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 U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
NM Economic Development Department
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

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

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: Ifo Pili

Title: City Manager

Date: _____

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to $3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to $897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.

D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the “Facility”).

b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $75,000,000 by December 31, 2031 (the "Project Contribution").

c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend $350 million on productions by December 31, 2032.

d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. The State Contribution

a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company’s satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

b. The State's contribution is composed of a LEDA award of $3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces**.

4. The City Contribution.

a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to $897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.

b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least $100,000,000 in film production spend and current with all reporting
4	$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Release of Lien Performance Milestone*
1	$304,790	Access road to Stage 1 and Work Shop
2	$96,144	Surface Parking Workshop
3	$83,328	Surface Parking – Stage 1 Lot
4	$119,900	Surface Parking – POB Lots 2&3
5	$159,100	Surface Parking – Lot 6
6*	$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be $3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.

   a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
   b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
   c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
   d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.

10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.
Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.

b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of $350 million in production those clawback penalties are also described below:

	Job Creation and Production Spend Commitment and Schedule				
Year	*Cumulative Full Time Job Creation Target*	*Minimum Job Number*	*Job Determination Period*		*Clawback %*
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	$55,000,000	$50,000,000	Ordinance Date	12/31/2027	100%
10	$350,000,000	$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company $290,000,000 LEDA received $3,897,000 $315,000,000 - $290,000,000 = $25,000,000 $25,000,000/$315,000,000 = 7.94% 7.94% X $3,897,000 = $309,285.71 $309,285.71 X 50% = $154,642.86					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten calendar days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified by ordinance.

c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

    1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. Termination. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars ($350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

18. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**

All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:
828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By _____

Name: _____

Title: _____

Attachment 1
Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%		End of year 1, inclusive of cure period
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,571.43

Example - 2 100%		End of year 2, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,448.28

Example - 3 75%		End of year 3, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	$ 2,586.21

24-110

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:**	May 6, 2024
Drafter:	Christine Rivera	**Department:**	City Clerk
Program:	Compliance	**Line of Business:**	Office of City Clerk

Title: **A RESOLUTION APPROVING THE APPOINTMENT OF JAMES DEROSSIT TO ACT AS MUNICIPAL JUDGE II, IN ACCORDANCE WITH THE CITY CHARTER, ARTICLE IX, SEC. 9.02(C).**

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

PURPOSE(S) OF ACTION:
To appoint a Municipal Judge II.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Las Cruces City Charter, Article IX, Section 9.02(c), authorizes the Las Cruces City Council, to "fill a vacancy by appointment of a municipal judge to serve until the next regular election."

Judge Anthony Filosa currently presides over the Municipal Court as Municipal Court Judge I. There is currently a vacancy for the Municipal Court Judge II position.

The Las Cruces City Council has recommended the appointment of James DeRossit to act as Municipal Judge II. Mr. DeRossit is an active attorney with the New Mexico State Bar Association. Pursuant to Las Cruces Municipal Code, Section 17-33(b), the Municipal Judge II salary "shall be 95 percent of the current salary of Municipal Judge I" for a total of $147,909.53.

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will appoint James DeRossit as Municipal Judge II until the next municipal election.
2. Vote "No"; this will not appoint James DeRossit as Municipal Judge II.
3. Vote to "Amend"; this will require additional direction to staff.
4. Vote to "Table"; this will delay appoint of James DeRossit as Municipal Judge II and require additional direction to staff.

REFERENCE INFORMATION:

City Charter
Municipal Code

RESOLUTION 24-110

A RESOLUTION APPROVING THE APPOINTMENT OF JAMES DEROSSIT TO ACT AS MUNICIPAL JUDGE II, IN ACCORDANCE WITH THE CITY CHARTER, ARTICLE IX, SEC. 9.02(C).

The City Council is informed that:

WHEREAS, the Las Cruces City Charter, Article IX, Section 9.02(a), authorizes the Las Cruces City Council to "authorize the election of additional judges if it determines that the workload of the court requires more than one (1) judge"; and

WHEREAS, the Las Cruces City Charter, Article IX, Section 9.02(c), authorizes the Las Cruces City Council, to "fill a vacancy by appointment of a municipal judge to serve until the next regular election"; and

WHEREAS, the next regular municipal election for Judge II is November 9, 2025; and

WHEREAS, Judge Anthony Filosa currently presides over the Municipal Court as Municipal Court Judge I; and

WHEREAS, there is currently a vacancy for the Municipal Court Judge II position; and

WHEREAS, the Las Cruces City Council has recommended the appointment of James DeRossit to act as Municipal Judge II subject to the approval of the City Council; and

WHEREAS, Mr. DeRossit is a licensed and active attorney with the New Mexico State Bar Association; and

WHEREAS, pursuant to Las Cruces Municipal Code, Section 17-33(b), the Municipal Judge II salary "shall be 95 percent of the current salary of Municipal Judge I" for a total of $147,909.53.

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

(I)

THAT the appointment of James DeRossit as Municipal Judge II is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

24-111

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:**	May 6, 2024
Drafter:	Isaias Amaya	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **A RESOLUTION APPROVING A SUBSTANTIAL REHABILITATION AND AN EXCEPTION TO THE HOME REHABILITATION HANDBOOK FOR THE RESIDENCE LOCATED AT 1001 COLORADO AVENUE.**

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

PURPOSE(S) OF ACTION:

Approve a substantial home rehabilitation

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) has received program funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 which created the Community Development Block Grant (CDBG) Program. The CDBG Program provides the City the opportunity to administer a federally funded Home Rehabilitation (HR) Program in accordance with the goals of the City's Consolidated Plan, a comprehensive planning document that outlines affordable housing and community development needs. The HR program is managed in accordance with the Council-adopted Home Rehabilitation Program Handbook (Handbook), as amended, on January 18, 2022, through Resolution 22-098.

Home Rehabilitation client HR 2103 of 1001 Colorado Ave applied for and was determined eligible to receive a benefit up to 95% of the appraised value of the proposed home. The homeowner currently has no mortgage. The home is a combination of cinder block and stick-built construction in an advanced state of disrepair and is structurally unsound as a result of alterations made by inexperienced workmanship, wood flooring decay, extensive roof leaks and major components outdated over many years.

Home Rehab program staff reviewed the project scope and structural survey and has recommended demolition and reconstruction of the home. This is the most economical and efficient option to provide the homeowner with safe and sanitary housing in accordance with HUD regulations. The proposed new home's market value has been appraised at $176,500. The resident was determined eligible to receive up to $167,675, which would be provided in the form of combined loans and grants. Total project estimated construction costs are approximately $178,245 for demolition and reconstruction, plus an additional projected amount of $13,000 for temporary relocation expenses, soft costs, and contingency funds for unforeseen or unexpected expenses. The total combined estimated cost of $191,245 to complete the proposed project exceeds 95% of the loan-to-value allowed by the Home Rehabilitation Handbook by an estimated $23,570. Please refer to Attachment "A" for a detailed cost breakdown.

City Council approval for the following action is being requested: a) ability to proceed with a Substantial Rehabilitation (Demolition & Reconstruction), and b) forgiveness of an amount over 95% of the property's appraised market value.

If approved, such action will help the homeowner maintain eligibility, and still protect the City's investment. Furthermore, this Resolution, if approved, authorizes staff to prepare and execute a Change in Terms Agreement once the project is complete.

SUPPORT INFORMATION:
ATTACHMENT "A" - Project Cost Breakdown

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$227,750.56	$227,750.56	$191,245

Funding Source(s):
20430034-780150-22004 - $38,389.56
20430034-780150-23034 - $189,361

Overall Budget Impact:
Neutral Impact, expenses has matching revenue source (HUD funding)

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 a substantial rehabilitation and grant an exception to the Handbook to forgive an estimated amount above 95% of the appraised value of the home. Such action will help the homeowner maintain eligibility and provide some protection to the City's investment.
2. Vote "No"; this will not approve the Resolution nor grants the substantial rehabilitation and exception to the Home Rehabilitation Program Handbook. Such action will leave the homeowner ineligible for assistance and the City's investment will not be unsecured.
3. Vote to "Amend"; this will allow City Council to Amend the Resolution and would require further direction to staff from City Council.

4. Vote to "Table"; this would require further direction from City Council.

REFERENCE INFORMATION:

1. Resolution 22-098
2. Resolution 23-053

RESOLUTION 24-111

A RESOLUTION APPROVING A SUBSTANTIAL REHABILITATION AND AN EXCEPTION TO THE HOME REHABILITATION HANDBOOK FOR THE RESIDENCE LOCATED AT 1001 COLORADO AVENUE.

The City Council is informed that:

WHEREAS, the City of Las Cruces has received program funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 which created the Community Development Block Grant (CDBG) Program; and

WHEREAS, the CDBG Program provides the City the opportunity to administer a federally funded Home Rehabilitation (HR) Program in accordance with the goals of the City's Consolidated Plan, a comprehensive planning document that outlines affordable housing and community development needs; and

WHEREAS, through Resolution 22-098 City Council approved the Home Rehabilitation Program Handbook (Handbook), as amended, which provides guidelines for the program; and

WHEREAS, HR client HR 2103 of 1001 Colorado Ave. applied for and was determined eligible to receive a forgivable grant up to 95% of the appraised value of the home; and

WHEREAS, the house is in an advanced state of disrepair and has multiple indicators of structural failure; and

WHEREAS, the combination of demolition costs, rising construction costs, and relocation costs will exceed the 95% loan to value by an estimated $23,570; and

WHEREAS, the approval to undergo a substantial rehabilitation to demolish the existing structure and build a new home is allowed by the Handbook; and

WHEREAS, the approval of an exception to the Handbook allows the forgiveness of the amount of benefits to the homeowner exceeding 95% of the appraised value of the home after completion.

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

(I)

THAT the approval of the substantial rehabilitation of the residence for HR 2103 as specified by the Handbook is hereby granted and approved.

(II)

THAT the exception to the loan-to-value ratio not to exceed 95% of the appraised value of the home as specified by the Handbook is hereby granted and approved.

(III)

THAT the costs incurred on Project HR 2103 be forgiven as specified by the Handbook.

(IV)

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

ATTACHMENT "A"

Project Cost Breakdown

Appraised Value of Home	**$176,500.00**
No Mortgage	**NA**
Usable Equity in Home (95% LTV)	**$167,675.00**

Amount Requesting for Funding	$178,245.00
Amount over protected equity	$23,570.00

Construction Contract Amount	$178,245.00
Contingency, Relocation Cost	$10,000.00
Soft Costs	$3,000.00
Total Estimated Projected Cost	**$191,245.00**

ESTIMATED AMOUNT OF REQUESTED FORGIVENESS	**$23,570.00**

24-112

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:**	May 6, 2024
Drafter:	Cynthia Villanueva	**Department:**	City Manager's Office
Program:	Housing and Neighborhood Services	**Line of Business:**	Housing and Neighborhood Services

Title: **A RESOLUTION ADOPTING FUNDING PRIORITIES AND ALLOCATIONS TO VARIOUS LAS CRUCES NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2025 (FY25) TO PROVIDE HEALTH-RELATED PUBLIC SERVICE NEEDS AND AUTHORIZING THE INCORPORATION OF THE FUNDING AMOUNTS INTO THE CITY'S FY25 BUDGET.**

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

PURPOSE(S) OF ACTION:

To award funds.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On September 7, 2021, City Council approved Resolution No. 22-028 earmarking up to $600,000 a year from the Telshor Facility Fund to fund health-related public service programs for Fiscal Year (FY) 2023, FY24, FY25 and FY26. This program is for the specific purpose of providing funding to eligible non-profit organizations in exchange for providing qualified healthcare and supportive services to the sick, indigent, and low-income residents of Las Cruces.

The City of Las Cruces conducted a competitive application process for the provision of responsive, cost-effective, quality, health-related public services through partnerships with the non-profit sector. Grants are awarded on a two-year funding cycle, with renewed funding based on overall program performance, quality of data collection methods and record keeping, satisfactory monitoring reviews, and availability of City funding.

The applications were solicited in accordance with the adopted Health Related Public Services Policy Guide. The applications were reviewed and evaluated by the Health and Human Services Advisory Committee (HHSAC). On March 14, 2024, HHSAC recommended the grants listed in Exhibit "A" be awarded to local providers of health-related public services for FY25 in the amount of up to $600,000. City Council approval is required to award funds and execute a purchased services agreement between the City and the respective non-profit organizations.

SUPPORT INFORMATION:

EXHIBIT "A" HHSAC FY25 Recommendations
ATTACHMENT "A" 03-14-24 HHSAC Draft Minutes
ATTACHMENT "B" HRPS Year 1 Ranking- FY25
ATTACHMENT "C" Program Descriptions

PLAN(S):
City Council Strategic Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
Health & Human Services

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: $600,000 **AVAILABLE AMOUNT:** $600,000 **EXPENDITURE AMOUNT:** $600,000

Funding Source(s):
Health Care (FUND 2700) 20430071-721080 - (Various)

Overall Budget Impact:
Funds are proposed to be taken from the Telshor Facility Fund (2705) and transferred to the Health Care Fund (2700) pending adoption of the FY25 budget.

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. Such action would adopt the FY25 health-related funding recommendations of the HHSAC.
2. Vote "No"; this will not approve the Resolution and not adopt the FY25 health-related recommendations of the HHSAC.
3. Vote to "Amend"; this would modify the Resolution based on City Council's discretion and then vote "Yes" on the amended Resolution.
4. Vote to "Table"; this would postpone the Resolution and the City Council would need to provide direction to staff.

REFERENCE INFORMATION:
1. Resolution No. 05-128
2. Resolution No. 08-112
3. Resolution No. 14-105
4. Resolution No. 22-028

RESOLUTION 24-112

A RESOLUTION ADOPTING FUNDING PRIORITIES AND ALLOCATIONS TO VARIOUS LAS CRUCES NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2025 (FY25) TO PROVIDE HEALTH-RELATED PUBLIC SERVICE NEEDS AND AUTHORIZING THE INCORPORATION OF THE FUNDING AMOUNTS INTO THE CITY'S FY25 BUDGET.

The City Council is informed that:

WHEREAS, on September 7, 2021, City Council approved Resolution No. 22-028 earmarking up to $600,000 a year from the Telshor Facility Fund to fund health-related public services programs for Fiscal Year (FY) 2023, FY24, FY25 and FY26; and

WHEREAS, the City of Las Cruces Health and Human Services Advisory Committee (HHSAC) conducted a competitive application process for awarding grants to the non-profit sector for a two-year funding cycle; and

WHEREAS, the HHSAC evaluated applications and made recommendations in accordance with the current adopted HHSAC Policy Guide, in specific funding amounts for individual non-profit organizations demonstrating the ability to meet health-related public services needs to the sick, indigent, and low-income residents of Las Cruces.

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

(I)

THAT area non-profit organizations recommended by the HHSAC be awarded grant amounts for FY25 as shown in Exhibit "A", attached hereto and made part of this Resolution, are hereby adopted.

(II)

THAT these funding recommendations are authorized to be incorporated into the FY25 budget.

(III)

THAT City staff is authorized to develop purchased service agreements with each non-profit agency for FY25 specifying services to be delivered and the City Manager is authorized to execute said agreements on the City's behalf.

(IV)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

OVERALL RANK	ORGANIZATION	PROGRAM	COMMITTEE RECOMMENDED FY25 AWARD AMOUNT
1	New Mexico Legal Aid	Civil Legal Services for Low-Income Las Cruces Residents	$ 33,250.00
2	Catholic Charities of SNM	Crime and Domestic Violence Program	$ 33,250.00
3	Amador Health Center	Amador Care Connection	$ 33,250.00
4	El Caldito	El Caldito Soup Kitchen	$ 33,250.00
5	Jardin de los Niños	Healthy and Wise Wellness Program	$ 33,250.00
6	La Casa, Inc.	Domestic Violence Service Program	$ 33,250.00
7	Boys and Girls Club	More Members, More Often	$ 33,250.00
8	Casa De Peregrinos	Food Security Program	$ 33,250.00
9	Southern New Mexico Diabetes Outreach	Diabetes Detection, Prevention, Education, Support	$ 33,250.00
10	El Calvario UMC	Resiliency and Well-Being Program- Access to Justice	$ 33,250.00
11	Mesilla Valley CASA	Volunteer Development & Support	$ 33,250.00
12	La Pinon	SANE Program	$ 33,250.00
13	Community Action Agency	Las Cruces Emergency Family Services	$ 33,250.00
14	Roadrunner Food Bank	Childhood Hunger Initiative in Las Cruces	$ 33,250.00
15	Mesilla Valley Community of Hope	SOAR Program	$ 34,750.00
16	Big Brothers Big Sisters	One-to-One Mentoring for Low-Income, At-Risk Youth	$ 33,250.00
17	Families & Youth Inc.	El Crucero (12th Ave)	$ 33,250.00
18	CARE	CARE Support Program	$ 33,250.00
			$ 600,000.00

CITY OF LAS CRUCES

HEALTH AND HUMAN SERVICES ADVISORY COMMITTEE
MINUTES
March 14, 2024

MEMBERS PRESENT: Mary Katherine Papen
Samantha Teresa Fields
Joe Castillo
Blanca Scott

STAFF PRESENT: Natalie Green (via Zoom)
Isaac Holguin
Katherine Harrison-Rogers (via Zoom)
Cynthia Villanueva

OTHERS PRESENT: Randi Himelgrw
Austin Penning
Susie Kimble (via Zoom)
Doreen Gallegos (via Zoom)
Mark Hohnstreiter (via Zoom)
Christina Roy (via Zoom)
Keneth Ferrone, Catholic Charities
Marissa Guerra, La Pinon
Laura Alvarado, El Caldito
Crystal Nowell, Big Brothers Big Sisters
Melissa Mata, Las Casa, Inc.
Susie Johnson, Las Casa, Inc.
Micha Pearson, Inside Out
Yoli Diaz, CARE
Nellie Visi, CARE
Nicole Martinez, Mesilla Valley Community of Hope

I. CALL TO ORDER (6:02)

Villanueva: Okay, so it is 5:33. We'll go ahead and call this meeting to order for the Health and Human Services Advisory Committee meeting on March 14th.

II. ROLL CALL

Villanueva: And then we'll do a quick roll call. So, if you can just push the button and then just state your name for the committee members.

Castillo: Joe Castillo.

DRAFT

Papen: Mary K. Papen.

Fields: Samantha Fields.

Villanueva: Perfect. Thank you.

III. CONFLICT OF INTEREST INQUIRY

Villanueva: And then do we have any conflict of interest amongst the committee members?

Castillo: No conflict of interest for Joe Castillo.

Fields: No conflicts.

Villanueva: Okay, and you said no conflict Ms. Papen.

Papen: No problem.

Villanueva: Perfect. Thank you.

IV. APPROVAL OF MINUTES - FEBRUARY 20, 2024, FEBRUARY 21, 2024

Villanueva: And then next we have the approval of the minutes which you all got an e-mail of. Can I get a motion and a second to approve the minutes for February 20th and February 21st?

Castillo: Motion to approve the minutes.

Villanueva: Okay, thank you. So, we have the motion by Castillo and then the second by Papen to approve the minutes.

V. DISCUSSION

A. Final Ranking of Health-Related Public Services Year 1 Applications

1. Review committee members scores

Villanueva: And then now we will go ahead to the discussion. So tonight, we're going to discuss the final ranking of the Health-Related Public Services, the year one applications. And then on the screen right here we have the Excel spreadsheet with each of the committee members scores as well as the average ranking, and then it also has a column for the previous year awarded amount. So, you all are able to see. You had a question.

DRAFT

NO AUDIO BUT SEEMED A QUESTION WAS ASKED.

Villanueva: No, that is just the agenda.

So first we'll review the committee members scores. So here we did put them in order of the average ranking from greatest to least. And so, we can see that Legal Aid had the highest with 99.3 and then CARE had 87.3. I am trying to, yes.

All right, so I'll just go through each of the organizations and then just state what the average ranking was for the committee members as well as those that are on Zoom and then those that are here in the audience today. So, we have New Mexico Legal Aid with an average ranking of 99.3. Catholic Charities of Southern New Mexico with a 98.7. Amador Health with 97.7, as well as El Caldito and Jardin de los Niños, La Casa, then we have Boys and Girls Club at 97.3, and Casa de Peregrinos. Southern New Mexico Diabetes Outreach was 97. El Calvario was 96.7 as well as Mesilla Valley Casa. La Piñon was 96.3. Community Action Agency was 96. Roadrunner Food Bank was also 96. Mesilla Valley Community of Hope was 95.3. Big Brothers Big Sisters was 94.7. Families and Youth Inc. Plus was 89. And then CARE was 87.3. Is there any discussion for the committee? Any questions about the rankings? No.

2. Funding appropriations for each applicant

Villanueva: Okay, so next we will have a discussion on the funding of appropriations for each applicant. So, we can see here how much they were all awarded last year. It'll show a total of $535,000 because two of the nonprofits weren't in this round. So, Third Judicial didn't apply this year, and Mesilla Valley Hospice isn't on there as well, either. So, if we take the $64,000, that will be the $599,000. So, we have $600,000 that we can distribute amongst the 18. And how the committee members would like to distribute that is up to you all.

Papen: So last year, can I ask you a question?

Villanueva: Yes.

Papen: So last year we have different amounts that were put out there. And …

Villanueva: I think …

Papen: Okay. I see. I was keeping my finger on there. Okay. All right. I'm sorry.

Villanueva: Yes, so can you repeat the question, please?

DRAFT

Papen: So, my question is, last year you know you had different amounts that you gave to different groups. How did you determine that percentage? According to the scores? Can't we do that basically the same way? How ever you did that.

Villanueva: It is up to the committee. It was the committee that came up with the funding amounts for each nonprofit.

Papen: Okay. Thank you so much.

Castillo: I believe it's actually the committee, we make a recommendation, but it's ultimately the decision of the board members as to how much the funding is and who gets the funding. We only provide a recommendation.

Villanueva: Yes. So, the committee provides a recommendation that we take it to Council for adoption. So, at the Council makes the final decision.

Papen: Okay.

Castillo: In the sense of a recommendation, I think El Crucero could also be the equivalent to the others in achieving the $32,000 instead of the $25,000.

Villanueva: So, your recommendation is to fund all of them at $32,000.

Castillo: Correct. Could you also scroll up to …

Villanueva: Give me one second.

Castillo: Amador Health Center, they're at $30,000.

Villanueva: Yes, so this one we had Amador Health, or last cycle Amador Health was at $30,000 and then we had FYI at $25,000. So, If we fund them all at $32,000, then that total is $576,000.

Scott: And with the two dropping out, what is our total? Is it still $535.000, or is it $567,000?

Villanueva: No, no, those other two are not in - they're not listed on there. This was just to show like the total was $535,000 last year. The ones in red are what they were previously awarded. So currently there are 18 nonprofit organizations.

Holguin: And to answer your question, Ms. Scott, the reason why it's shorter from the $600,000 is because two of the agencies weren't in this year's application or they were previously awarded this year, however, they're not on this and that's why it's short a little bit from the $600,000.

DRAFT

Scott: Okay.

Villanueva: So, we can also increase it to $33,000 for all of them. It's up to you all if you want to, however much you want up to the $600,000.

Castillo: Do you want to try putting in $33,250. If we do $33,250, I think they should max out at the $600,000. Is that where it's at? And then we might be able to get closer if we do $33,300. Want to try that? Do you guys want to try and see to get as close as we can to the total $600,000?

Fields: I was going to say if we could try $33,275.

Castillo: We're just inching there, inching to the total.

Papen: So, what you're saying is $33,275 for each?

Villanueva: If that is your recommendation, yes.

Papen: For each entity.

Villanueva: Correct.

Castillo: So, at $33,300 I believe that should max out that $600,000. So, we're still a little bit short.

Holguin: How much are we short? I'm sorry.

Castillo: About $2,000.

Villanueva: If we leave it at the $33,275 it's $1,050.

Castillo: $1,050. I'm going to recommend that go to the Mesilla Valley Community of Hope. I think there was something in the presentation about - it didn't reflect in the application, but they were talking about something with a different need. I don't know if you remember. Do you recall that? I believe it had to do with the case management services. Providing case managers to seek disability.

Villanueva: For the SOAR program.

Castillo: Is that the SOAR program?

Villanueva: Yes. Which is the program that they have applied for.

Fields: Was there only one new program that was added, Las Cruces family that had zero last year?

DRAFT

Villanueva: That is correct. It was Community Action Agency.

Villanueva: If you guys could, if you're having a discussion if you can just put it on the record so that way we can get that in the minutes.

Castillo: I'm explaining to the new person. So yes, I guess our recommendations is to go to City Council. Like we can make the recommendations for where we see the money for the finances would be best utilized for the City. And then it's really kind of up to the City Council to decide if they agree with that or not.

Scott: Thank you.

Villanueva: Okay, so right now we have all of them funded at $33,275 with Community of Hope at $34,325.

Castillo: Good with that.

Villanueva: Okay. So I just wanted to know if there was any discussion from the other committee members on the numbers or if they have any other suggestions, comments?

Papen: Fine with me.

Villanueva: Okay, well, if there's isn't any further discussion on that, then I can move on to the action item where we approve it.

Papen: Okay. Yes.

VI. ACTION ITEM

A. Final Recommendation for Appropriation of Funding

Villanueva: All right, so our next item is the action item for the final recommendation for appropriation of funding. So, I have all of the applicants at $33,275, with Mesilla Valley Community of Hope at $34,325. Can I get a motion and a second so we can send this to City Council?

Castillo: Makes a motion.

Papen: I'll second.

Villanueva: Thank you.

DRAFT

ROLE CALL VOTE WAS IN THE AUDIO RECORDING BELOW NEXT STEPS, AND MOVED TO THIS LOCATION FOR CLARITY.

Villanueva: Okay, so we're going to go back to the action item real quick. And then just make sure that so we got a motion and a second. And we just want to go through each committee member and vote that you approve or don't approve the recommendations for funding. So, we'll start with Ms. Papen. Can you just state your name and if you approve?

Papen: Mary K. Papen. I approve the money that we're giving to each individual.

Villanueva: Thank you.

Castillo: Joe Castillo. I approve the recommendation.

Villanueva: Thank you.

Fields: Samantha Fields. I approve the recommendation.

Villanueva: Thank you.

Scott: Blanca Scott. I approve as was noted.

Villanueva: Thank you.

VII. OTHER DISCUSSION

A. New Member

Villanueva: Okay, so our other item for tonight is in other discussion. So, we have a new member. We would like to welcome Blanca Scott. Yes, thank you for joining us. I don't know if you would want to tell us a little bit about.

Scott: Sure. My name is Blanca Scott. I've been here in Las Cruces since I came to college, so about 35 years ago. I'm a nurse. I've been a nurse for about 24 years. Before that I worked at the Department of Health, so I have been doing health and human services in Las Cruces for almost 30 years. My husband's a former police officer. We've raised our children here. And so, I'm excited to be able to help the city with what I can.

Villanueva: Awesome. Thank you so much. We really appreciate you joining.

B. Next Steps

Villanueva: And then our next steps, I just wanted to let you all know, like the next process. So, in May is when we will take this to Council for adoption. And then in July would be the new fiscal year of when these nonprofits would

DRAFT

receive the funding. And then we are also looking at doing a training for all of the committee to go over you know just the basics of the committee; you know rules and regulations. And then also like what it is, you know, as just a refresher and a reminder, maybe sometime late summer, early fall, because I know there are a couple of terms that are coming to an end. So just in case there's any new members as well as I know Council mentioned in one of their work sessions recently to get some more committee members. Do you guys have any other questions?

VIII. ADJOURNMENT (5:52)

Villanueva: Okay, anything else from the committee? Any other questions? No. All right. Well, I need a motion to adjourn the meeting at 5:52 p.m.

Castillo: Second the motion.

Villanueva: Motion.

Castillo: Oh, you need a motion?

Villanueva: Yes.

Castillo: Motion to adjourn the meeting.

Villanueva: Thank you.

Fields: Second.

Villanueva: Thank you. All right.

_____

Chairperson

DRAFT

FY25 Health Related Public Services Scores and Ranking

OVERALL RANK	ORGANIZATION	PROGRAM	CASTILLO RANKING (TOTAL)	FIELDS RANKING (TOTAL)	PAPEN RANKING (TOTAL)	TOTAL SCORE (OUT OF 300)	AVERAGE RANKING	PREVIOUS YEAR AWARD AMOUNT	COMMITTEE RECOMMENDED FY25 AWARD AMOUNT
1	New Mexico Legal Aid	Civil Legal Services for Low-Income Las Cruces Residents	100	98	100	298	99.3	$ 32,000.00	**$ 33,250.00**
2	Catholic Charities of SNM	Crime and Domestic Violence Program	98	98	100	296	98.7	$ 32,000.00	**$ 33,250.00**
3	Amador Health Center	Amador Care Connection	93	100	100	293	97.7	$ 30,000.00	**$ 33,250.00**
4	El Caldito	El Caldito Soup Kitchen	95	98	100	293	97.7	$ 32,000.00	**$ 33,250.00**
5	Jardin de los Niños	Healthy and Wise Wellness Program	95	98	100	293	97.7	$ 32,000.00	**$ 33,250.00**
6	La Casa, Inc.	Domestic Violence Service Program	97	96	100	293	97.7	$ 32,000.00	**$ 33,250.00**
7	Boys and Girls Club	More Members, More Often	95	97	100	292	97.3	$ 32,000.00	**$ 33,250.00**
8	Casa De Peregrinos	Food Security Program	95	97	100	292	97.3	$ 32,000.00	**$ 33,250.00**
9	Southern New Mexico Diabetes Outreach	Diabetes Detection, Prevention, Education, Support	100	96	95	291	97.0	$ 32,000.00	**$ 33,250.00**
10	El Calvario UMC	Resiliency and Well-Being Program- Access to Justice	95	95	100	290	96.7	$ 32,000.00	**$ 33,250.00**
11	Mesilla Valley CASA	Volunteer Development & Support	93	97	100	290	96.7	$ 32,000.00	**$ 33,250.00**
12	La Pinon	SANE Program	95	99	95	289	96.3	$ 32,000.00	**$ 33,250.00**
13	Community Action Agency	Las Cruces Emergency Family Services	100	98	90	288	96.0	-	**$ 33,250.00**
14	Roadrunner Food Bank	Childhood Hunger Initiative in Las Cruces	95	98	95	288	96.0	$ 32,000.00	**$ 33,250.00**
15	Mesilla Valley Community of Hope	SOAR Program	98	95	93	286	95.3	$ 32,000.00	**$ 34,750.00**
16	Big Brothers Big Sisters	One-to-One Mentoring for Low-Income, At-Risk Youth	95	94	95	284	94.7	$ 32,000.00	**$ 33,250.00**
17	Families & Youth Inc.	El Crucero (12th Ave)	80	97	90	267	89.0	$ 25,000.00	**$ 33,250.00**
18	CARE	CARE Support Program	80	82	100	262	87.3	$ 32,000.00	**$ 33,250.00**
							Total	$ 535,000.00	**$ 600,000.00**
		* Third Judicial & Mesilla Valley Hospice **each** received $32,000 in FY23/24; total awarded amount in FY23/24 was $599,000.00							

ORGANIZATION	PROGRAM	PROGRAM DESCRIPTION
New Mexico Legal Aid	Civil Legal Services for Low-Income Las Cruces Residents	Funding will support a full-time paralegal in the NMLA Las Cruces office, increasing capacity to address legal problems that pose obstacles to the health and well-being of the city's low-income residents. Providing legal services will: enhance housing stability, including preventing eviction; improve safety for domestic violence victims through help with orders of protection and other family law problems; and increase economic security by assisting with consumer and public benefits issues. At least 440 cases, benefitting ~ 1100 residents, will be handled.
Catholic Charities of SNM	Crime and Domestic Violence Program	The CDVP provides immigrants who are victims of crime with free/low-cost legal aid. Services include but are not limited to: information gathering, translations, preparations of VAWA (Violence Against Women Act), T-VISA (human trafficking) and U-VISA (victims of crime) applications, employment authorization cards and petitions for residency. To support victims, they work in partnership with La Casa, La Pinon, the DA's Office and local law enforcement to obtain certifications of crime, collect evidence, and hold abusers accountable for their crimes.
Amador Health Center	Amador Care Connection	The Amador Connection Program provides intensive care management to assist our patients with navigating their own healthcare needs as established through their visits with our medical and behavioral health staff. This includes needs when they are referred elsewhere in the community for specialty or adjunct care. We also help connect people to services that address all of the social determinants of health such as food, clothing, shelter, transportation and community engagement.
El Caldito	El Caldito Soup Kitchen	El Caldito Soup Kitchen is the 2nd largest soup kitchen in New Mexico operating since 1984 and located in the Mesilla Valley Community of Hope since 1998. They have breakfast five days out of the week and a hearty and nutritious mid-day meal, we are always open and free of charge to all who come to their door. El Caldito has served over 2.4 million meals, and they intend to remain in operation for as long as there are hungry people in Las Cruces.
Jardin de los Niños	Healthy and Wise Wellness Program	The Healthy and Wise Wellness Program supports homeless and near homeless children who are six weeks to 10 years of age, their siblings, and parents from a holistic perspective. This program provides health and wellness support through wrap-around services addressing physical, mental, developmental, and social issues that are exacerbated by homelessness. All services are provided within the classroom setting and pediatric clinic. The focus is on strengthening and stabilizing the family, ending homelessness and impacting the well-being of the family.
La Casa, Inc.	Domestic Violence Service Program	Anchored in the Safe and Together Model, the Domestic Violence Family Services Program aims to address the unique mental health needs of children and youth affected by domestic violence. The project offers age-appropriate awareness, education, and counseling, complementing La Casa's existing services. This funding underscores La Casa's commitment to building a safer and healthier community, taking a significant step towards breaking the cycle of abuse and fostering resilience for the youth in Las Cruces.
Boys and Girls Club	More Members, More Often	Boys & Girls Club of Las Cruces (BGCLC) is requesting funding from the City of Las Cruces to continue to provide scholarships and financial assistance to young people who wish to participate in our after-school and/or summer programs. This initiative will ensure that as many youth as possible who need our services will have access regardless of financial circumstances.
Casa De Peregrinos	Food Security Program	CdP provides nutritional groceries to hungry families in Las Cruces, with targeted programs to address the unique needs of different populations. Through the Food Security Program, families generally receive one distribution of approximately 85 pounds of food per month, containing essential staples, good sources of protein and fresh produce. Each distribution is valued at $150, based on the USDA assessment of a pound of food being worth $1.72. This allows low income families financial relief to address other financial challenges.
Southern New Mexico Diabetes Outreach	Diabetes Detection, Prevention, Education, Support	Southern New Mexico Diabetes Outreach project diabetes detection, prevention, education, and support will continue to impact programs of diabetes self-management education (DMSE) classes, health and wellness screening, and two education support groups for diabetic adults and youth and an annual camp for diabetic youth.

El Calvario UMC	Resiliency and Well-Being Program- Access to Justice	El Calvario United Methodist Church will use this grant to support health service screening, coordination, and prevention for the immigration community to ensure that the asylum seekers get the services needed due to issues that may stem from home displacement. Social factors contributing to poor health often overlap with specific legal needs. Social Determinants of Health are non-medical factors that influence health outcomes. The five social determinants of health domains encompass economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context. All of which can be severely impacted by immigration status. While El Calvario's goal will be to offer services, or referrals, in any of these areas, their focus will be on Health Care Access and legal services. El Calvario's Access to Justice Program, part of the Resiliency and Well-Being Program, is an ongoing project designed to help provide accessible and consistent immigration and civil legal services and information sessions to immigrants and migrant communities living in or passing through Southern New Mexico. With the rise of the COVID pandemic, they saw a need to help vulnerable members of the community with civil legal services such as eviction prevention, affordable housing, and family law in addition to the already established immigration advocacy center. The immigration and advocacy aspect of the program aids clients with Citizenship/Naturalization, Family petitions, Consular Processing, Adjustment of Status, DACA renewal, VAWA, U-Visa, T-Visa, Appeals, Asylum, Bond Requests, Cancellation of Removal, Credible Fear Interview, Habeas Corpus, Parole, and Pro Se assistance.
Mesilla Valley CASA	Volunteer Development & Support	Mesilla Valley CASA serves children and youth in the foster care system due to abuse and neglect. They recruit, screen, train, and support ordinary citizens to advocate for foster children as they navigate through the complex legalities of the child welfare system in Las Cruces. Their staff provides support and supervision to our 60 volunteers to adhere to program standards as well as their agency's mission and vision.
La Pinon	SANE Program	La Pinon remains the only agency in Southern NM providing comprehensive services to those affected by sexual violence. Services are trauma-informed and culturally sensitive. The SANE program is available 24 hrs. 7 days a week and provides a safe and confidential environment for victims to receive medical treatment after being sexually assaulted and empowers the victim to begin steps towards recovery. La Pinon has a doctor who specializes in child abuse and child sexual abuse who is available to provide medical services to all children who come into La Pinon.
Community Action Agency	Las Cruces Emergency Family Services	CAASNM's Emergency Family Services Program will deploy a trained CAASNM Navigator to help ameliorate financial distress of low-moderate income Las Cruces families due to family emergency. These emergencies may entail rent, utilities, healthcare or transportation. The Navigator works with families to increase resources, provide financial intervention, and help families navigate complex application processes. The notable outcome is housing stability and a greater likelihood of financial independence and thus less dependance on Las Cruces' social safety net.
Roadrunner Food Bank	Childhood Hunger Initiative in Las Cruces	Roadrunner Food Bank is requesting funding from the City of Las Cruces to support our Childhood Hunger Initiative (CHI) in Las Cruces. CHI is a partnership between Roadrunner and high-need elementary, middle, and high schools to feed both children and their entire families and thereby alleviate hunger on a family level. CHI is provided at no charge to schools or families. Roadrunner provides the food to be distributed, as well as ongoing support, training, and compliance and food safety monitoring to help schools be as successful as possible.
Mesilla Valley Community of Hope	SOAR Program	Project SOAR (SSI/SSDI Outreach, Access, and Recovery) is a U.S. Social Security Administration program that allows a SOAR-certified representative at Mesilla Valley Community of Hope, to assist homeless, disabled clients in filing expedited social security disability claims.
Big Brothers Big Sisters	One-to-One Mentoring for Low-Income, At-Risk Youth	BBBSMR seeks annual funding to facilitate the establishment of 30 new mentor-mentee pairings (matches) within the city of Las Cruces. Our programs are tailored to serve youths aged 5 to 17, with a primary focus on those hailing from low-income families, typically residing in single-parent Hispanic households. Our overarching objective encompasses both expanding our current program by enlisting new mentors and mentees in Las Cruces to foster fresh connections in the upcoming year and maintaining our commitment to the youth currently enrolled in our program.
Families & Youth Inc.	El Crucero (12th Ave)	12th Avenue permanent supportive housing aims to provide long-term, supportive, and stable housing to low-income, homeless, and/or disabled persons and families in the Las Cruces area. As part of permanent supportive housing and this funding, FYI+ proposes a Resident Support Specialist who is available to families for needed support. Through this position, families are offered and provided life skills classes to achieve financial literacy, educational guidance, food insecurity support, and other types of assistance as individually needed to maintain a safe and stable home environment. Families can stay within 12th Avenue's permanent supportive housing units as long as they need until they can secure alternative housing.
CARE	CARE Support Program	CARE- Cancer Aid Resource & Education, Inc. serves the people of Las Cruces and Dona Ana County. CARE offers "hands on" support for the individual and family dealing right here, right now with the reality of cancer. The focus is to support Dona Ana County residents recently diagnosed with any type of cancer and in treatment to cure, shrink or stop the progression of their cancer, so they may focus on treatment, healing and recovery. CARE's goal is to be part of the solution to improve health outcomes and survivorship.

24-113

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:**	May 6, 2024
Drafter:	Leeann DeMouche	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A BUDGET ADJUSTMENT OF $1,100,000 FROM THE TELSHOR FUND (2705) FOR THE POLICE DEPARTMENT REAL TIME CRIME CENTER RENOVATIONS; AND TO AMEND THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENT PLAN.**

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

PURPOSE(S) OF ACTION:

To adjust the Telshor Fund (2705) budget for the Police Department Real Time Crime Center (RTCC) renovations.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In the last five years, Las Cruces has witnessed a surge in criminal activities, with a 73% increase in violent crimes and a 71% spike in property crimes from 2018 to 2022. This trend has prompted the Police Department to recognize the urgent need for enhanced operational capabilities, especially in the realm of real-time intelligence.

Police Department has identified need for the establishment of a real-time crime center (RTCC) as a solution to provide critical support to officers actively responding to calls for service, facilitating swift suspect identification, and foster real-time situational awareness.

By harnessing advanced technology, integrating databases, and fostering seamless communication, the RTCC not only addresses the immediate challenges faced by law enforcement, but also lays the foundation for a safer and more secure community.

The $1,100,000 budget request from the Telshor Fund (2705) includes $400,000 for building renovations for the intel and crime lab; $200,000 for construction of the RTCC, servers, and server cooling equipment; and $500,000 to equip and install equipment in the RTCC.

The request is in line with the adopted purpose of the Telshor Fund which is: To support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

SUPPORT INFORMATION:

Exhibit "A" Fund Summary

Exhibit "B" - FY24-29 CIP

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT: 0.00	EXPENDITURE AMOUNT:
$1,100,000		$1,100,000

Funding Source(s):
Fund 2705 Telshor Fund 2705-20132701-801000-25273

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 adjustment as presented and adjust the City’s FY2024 budget and FY2024 Capital Improvement Plan.
2. Vote “No”; this will not approve the Resolution to adjust the budget adjustment as presented and adjust the City's FY2024 budget and FY2024 Capital Improvement Plan.
3. Vote to “Amend”; this could delay the funding needed for the RTCC and require direction to staff.
4. Vote to “Table”; this will delay the Resolution and staff will require direction.

RESOLUTION 24-113

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A BUDGET ADJUSTMENT OF $1,100,000 FROM THE TELSHOR FUND (2705) FOR THE POLICE DEPARTMENT REAL TIME CRIME CENTER RENOVATIONS; AND TO AMEND THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENT PLAN.

The City Council is informed that:

WHEREAS, in the last five years, Las Cruces has witnessed a surge in criminal activities, with a 73% increase in violent crimes and a 71% spike in property crimes from 2018 to 2022, that has prompted the Police Department to recognize the urgent need for enhanced operational capabilities, especially in the realm of real-time intelligence; and

WHEREAS, the Police Department has identified the need for establishment of a Real-Time Crime Center (RTCC) as a solution to provide critical support to officers actively responding to calls for service, facilitating swift suspect identification and foster real-time situational awareness; and

WHEREAS, the RTCC will address the immediate challenges faced by law enforcement and lay the foundation for a safer and more secure community; and

WHEREAS, the total amount being requested to fund the RTCC renovations from the Telshor Fund is $1,100,000; and

WHEREAS, the request is in line with the adopted purpose of the Telshor Fund which is to support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

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

(I)

THAT the City hereby amends the FY2024 City Budget to accept the adjustment as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2024 Capital Improvement Plan, 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 hereinabove.

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	2705 TELSHOR FACILITY 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 45,111,761	38,578,570	0	38,578,570
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	**$ 45,111,761**	**38,578,570**	**0**	**38,578,570**
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	3,018,000	6,556,000	0	6,556,000
Legal	0	0	0	0
Las Cruces Police Department	0	0	1,100,000	1,100,000
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	**$ 3,018,000**	**6,556,000**	**1,100,000**	**7,656,000**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(870,618)	(870,618)	0	(870,618)
Total Other Resources	**$ (870,618)**	**(870,618)**	**0**	**(870,618)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 41,223,143**	**31,151,952**	**(1,100,000)**	**30,051,952**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Exhibit "B"

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	230,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, **Taxes**
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 1,092,804**	**$ 630,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	255,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 3,292,804**	**$ 3,366,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,690,501						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	82,003	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 1,779,504**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - Communication and Cashier Offices Construction 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	410,485	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,312,166	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	8,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,731,099**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,510,603**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Newly Funded Projects							
LRU Runway 4/22 Rehabilitation	2,710,000	455,000					**Grants,** Taxes, Other
Las Cruces Airport - Total Newly Funded Projects	**$ 2,710,000**	**$ 455,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	519,354						**Grants, Taxes, Other**
LRU Equipment and Vehicles	450,000						
LRU Passenger Terminal	191,037		8,608,963				Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	219,417				4,200,000	8,400,000	Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902				13,500,000		Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982	170,000					Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,773,692**	**$ 170,000**	**$ 8,608,963**	**$ -**	**$ 17,700,000**	**$ 8,400,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	150,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 150,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Las Cruces Airport - Future Projects							
LRU Utility Infrastructure Improvements		4,500,000					Bonds, Grants, Taxes, Other
LRU Commercial Hangar Design and Construct		2,800,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct			650,000				Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8/26 and 12/30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Passenger Air Service Infrastructure Revitalization			15,200,000				Grants, Taxes, Other
LRU Fuel Farm Relocation & Expansion			1,900,000				Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades			1,600,000				Grants, Taxes, Other
LRU Passenger Terminal Parking			1,200,000				Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities				750,000			Grants, Taxes, Other
LRU Taxilane Extensions				3,400,000			Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 9,024,647**	**$ 20,675,000**	**$ 4,275,000**	**$ 2,625,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 4,633,692**	**$ 9,724,647**	**$ 29,358,963**	**$ 4,350,000**	**$ 20,400,000**	**$ 19,940,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Newly Funded Projects							
Children's Museum Facility	690,746	100,000	400,000	5,500,000			Bonds, **Grants**
MV Community of Hope - Campus Extension (Amador Crossing)	2,500,000	5,000,000					**Grants**
MV Community of Hope - The Kitchens	1,866,500	1,125,000	7,000,000	2,700,000			**Grants**
MV Community of Hope - Flooring	10,317						**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	250,000						**Grants**
Non-Profit Organizations - Total Newly Funded Projects	**$ 5,317,563**	**$ 6,225,000**	**$ 7,400,000**	**$ 8,200,000**	**$ -**	**$ -**	
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	2,572,861						**Grants**
MV Community of Hope - Solar Project	400,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	651,942	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	1,188,500						**Grants**
MV Community of Hope - Health Facility Improvements	1,853,922						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 6,667,226**	**$ 1,847,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
MV Community of Hope - Patio to Office Remodel				1,000,000			Grants
MV Community of Hope - Jardin de los Niños Security Improvements				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 4,922,349**	**$ 4,150,000**	**$ 5,200,000**	**$ 4,000,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 11,984,789**	**$ 12,994,349**	**$ 11,550,000**	**$ 14,000,000**	**$ 4,000,000**	**$ 4,000,000**	

City of Las Cruces
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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Newly Funded Projects							
Klein Park Improvements	210,000	590,000					**Grants,** Taxes
Light Poles at Hadley Fields	177,000						**Taxes**
Parks and Recreational Facilities Structural Renovations	300,000	399,000	125,000				**Grants,** Taxes
Park Drinking Fountains	279,326	70,000	70,000				Grants, PIF, **Taxes**
Trail Renovations	100,000	400,000	500,000	500,000	500,000	500,000	Bonds, **Grants**
Various Park Restroom Replacement/Repairs & Upgrades	435,417	360,000					**Grants, PIF**
Veterans' Memorial Park Enhancements	247,500	412,500	662,500	662,500	662,500	662,500	Bonds, **Grants**
Parks & Recreation - Total Newly Funded Projects	**$ 1,749,243**	**$ 2,231,500**	**$ 1,357,500**	**$ 1,162,500**	**$ 1,162,500**	**$ 1,162,500**	
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	353,635						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	2,364,000						**PIF, Taxes**
Ballfield/Soccer Field Renovations & Upgrades	820,236	834,600	144,000	3,200,000			**Grants**
Chandler Tank Park	1,082,035						**Bonds, Taxes**
Dona Ana Move Trail	690,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	149,189						**Taxes**
Highland Park	2,028,552	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	257,015						**Grants, Taxes**
Las Cruces Lateral RTP Trail	489,011						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	-						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds,** Grants
Meerscheidt Recreation Center Improvements	19,362	312,638					Grants, **Taxes**
New Skate Park - Plan & Design	550,000	800,000					**Grants**
Park Drinking Fountains	279,325						
Parks Smart Controllers & Pumps	150,001						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements	835,699	600,000	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	476,026						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	1,070,000	836,500	1,650,000	500,000			**Grants, PIF**
Tortugas Trail	75,000						**Grants**
Wayfinding Signage	1,183						**Grants,** PIF
Parks & Recreation - Total Carryover Projects	**$ 13,790,269**	**$ 3,994,588**	**$ 2,394,000**	**$ 4,400,000**	**$ 600,000**	**$ 700,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	100,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Median Landscaping	1,221,610	200,000	200,000	200,000	200,000	200,000	**Grants**, Loans, Taxes
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF,** Grants
Neighborhood Parks	539,085	500,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Parking Lots Veterans' Park Parking Lot BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park	2,640,881	907,500	252,500	272,700	272,700	272,700	**Bonds, Grants, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 5,145,390**	**$ 2,631,500**	**$ 1,976,500**	**$ 1,996,700**	**$ 1,996,700**	**$ 1,996,700**	

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Parks & Recreation - Future Projects							
Multi-Use Recreation Center		60,000,000					Bonds, Grants
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Benavidez Park			500,000				Grants
Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades			134,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			80,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 60,343,000**	**$ 823,500**	**$ 6,411,500**	**$ 40,000**	**$ 1,200,000**	
Total Parks & Recreation	**$ 20,684,902**	**$ 69,200,588**	**$ 6,551,500**	**$ 13,970,700**	**$ 3,799,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	434,492						**Taxes**
Fire Station 2 Bay Remodel	100,000						**Grants**
Fire Station 5	100,000	214,000	230,000				Bonds, **Grants**, Taxes, Other
1 - North/South Aprons 2 - Parking Lot 3 - Improvements							
Fire Station 6 Repairs	100,000						**Grants**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Real Time Crime Center (RTCC)	1,100,000	250,000					Grants, **Taxes**
2024 Legislative Appropriations		*650,000*					
Public Safety - Total Newly Funded Projects	**$ 833,492**	**$ 334,000**	**$ 230,000**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	199,026	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	348,895	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	37,598	400,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000	500,000	25,000	25,000	25,000	25,000	**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,053,519**	**$ 4,670,315**	**$ 218,400**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Police Department Equipment							Grants
Technology Equipment							
2023 Legislative Appropriation		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement					5,165,000		Taxes, Grants
1 - Land Acquisition							
2 - Plan, Design, Construct, and FF&E							
3 - Demolition							
Downtown Public Safety Complex						57,000,000	Bonds, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 7,981,000**	**$ -**	**$ 334,000**	**$ 5,495,000**	**$ 66,270,000**	
Total Public Safety	**$ 3,317,011**	**$ 14,605,315**	**$ 948,400**	**$ 859,000**	**$ 6,020,000**	**$ 66,295,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
University Ave. Complete Street Improvements							
El Paseo Rd.							
Idaho Ave							
Lift Up Las Cruces - Street Improvements	595,000	600,000	600,000	600,000	600,000	600,000	**Grants**
Mesquite Historical District Renovations	1,025,000						**Grants**
Resiliency	3,000,000	1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	**Bonds**
University Ave. Complete Street Improvements-Design	520,000	480,000					**Grants**, Bonds, Taxes
Public Works - Total Newly Funded Projects	**$ 12,280,000**	**$ 3,600,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 3,600,000**	**$ 3,600,000**	
Public Works - Carryover Projects							
Amador Hotel	3,086,723	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	2,676,899						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,103	4,815,197					**TIDD,** Taxes
Hadley Ave.							
Organ Ave.							
Casa Linda Acres Reconstruction	3,634,760						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	177,390						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage	1,617,088		900,000	500,000	500,000	500,000	**Grants, Taxes**
2023 Legislative Appropriation		*550,000*					
GO Bonds - ARPA Funding	2,506,687						**ARPA**
GO Bond 2022 - New Fire Station	9,800,000						**Bond**
GO Bond 2022 - Parks Improvements	1,960,000						**Bond**
GO Bond 2022 - East Mesa Recreation Complex	4,900,000						**Bond**

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
GO Bond Q1 - Park & Sport Field Improvements & Additions	45,517						GO Bonds, PIF
GO Bond Q2 - New Animal Shelter Facility	49,997						GO Bonds
GO Bond Q3 - New Fire Station No. 3 Building	29,164						GO Bonds
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions	7,065						GO Bonds
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997	1,000,000					Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,652						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,308,139						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,010,523						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements	1,236,959	850,000					Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	69,808						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	3,196,542						Bonds
Villa Mora Dam Park Study	612,588						Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	982,250						Bonds, Grants
Public Works - Total Carryover Projects	**$ 48,997,207**	**$ 10,903,103**	**$ 3,850,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap	5,115,779	350,000	350,000	350,000	350,000	350,000	Bonds, Taxes
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements EBID Drains & Laterals Land Acquisition Other Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works Flood Control Rights of Way East Mesa Other	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements Pavement Condition Index Improvements Pavement Overlays Pavement Replacement Pavement Treatment	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes

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Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	**Taxes**
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program Bataan Memorial at Rinconada	514,847	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program City Rights of Way Las Cruces Dam Ponds	95,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 23,395,589**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 29,984,750**	**$ 7,068,000**	**$ 8,723,200**	**$ 7,604,000**	**$ 7,369,400**	
Total Public Works	**$ 85,192,796**	**$ 56,657,853**	**$ 25,958,000**	**$ 26,963,200**	**$ 23,144,000**	**$ 23,159,400**	

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Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Museum of Nature and Science - Atrium Redesign	50,000	15,000					**Grants**, Taxes
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 260,000**	**$ 15,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Branigan Cultural Center Improvements	287,714	93,000	1,000,000	1,000,000	1,200,000		**Grants, Taxes**
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	885,952						**Grants**
2023 Legislative Appropriation		*2,302,399*					
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 2,532,964**	**$ 8,243,579**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles		30,000	280,000	280,000			Grants
2023 Legislative Appropriation		*310,000*					
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Frank O'Brien Papen Center - Dining Room Floor			47,140				Grants, Taxes
2023 Legislative Appropriation		*35,000*					
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Benavidez Center Renovations			38,900				Bonds, Grants, Taxes
2023 Legislative Appropriation		*127,500*					
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,641,000**	**$ 3,945,940**	**$ 4,048,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 2,901,470**	**$ 11,199,579**	**$ 6,895,940**	**$ 5,348,800**	**$ 4,542,500**	**$ 40,911,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	22,110,608	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 22,110,608**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 22,185,608**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	214,152						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 590,152**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 590,152**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
JHWWTF Rehabilitation	15,111,385						**Bonds**
Wastewater SCADA	596,277	296,569	196,569	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 15,870,886**	**$ 1,765,588**	**$ 196,569**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000						**WWIF**
Wastewater Septic Systems	2,171,467	1,472,100	1,619,000				**Other, Bonds, Grant**
Water Rehabilitation - NMFA	34,941						**Loans**
Water Utilities Bond Projects 2020A	3,558,786	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 5,930,194**	**$ 6,411,251**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	468,323	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	112,444	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	2,150,425	1,044,223					**Other**
Gas SCADA	290,871	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	1,117,906	405,000	125,000	125,000	125,000	125,000	**Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/06/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater Building Improvements	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							
Wastewater JHWWTF	69,219	727,835					**Other**
Wastewater Lift Station Renovations	50,000	100,000	50,000	100,000	50,000	100,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	1,631,309						**Other**
Wastewater Street Utility Rehabilitation	2,133,558	3,465,381	400,000		400,000		**Other**
Water Building Improvements	245,333	475,000	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	823,106	1,126,230					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,367,011	3,565,500				**Other**
Water Rehabilitation - Street Utility Rehabilitation	3,071,605	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	89,277	689,214	669,461	50,000	30,000	50,000	**Other**
Utilities - Total Annual Projects	**$ 12,598,444**	**$ 41,879,268**	**$ 11,333,262**	**$ 2,112,341**	**$ 1,780,000**	**$ 1,550,000**	
Utilities - Future Projects							
Water Transite Pipe ID and replace		5,000,000					Grants
Water Well Buildings		1,800,000					Other
Water Booster Station		1,006,771					Other
Water Pump Station Well Rehab		481,040	2,709,364				Other
Water Rehabilitation - Pump Station Rehabilitation		377,800	100,000	100,000	100,000	100,000	Other
Water Rehabilitation - Pump PRV		324,000					Other
Gas Rehabilitation - Regulator Stations		223,658	2,012,923				Other
Wastewater Jacob Hands Wastewater Treatment Facility		100,000	100,000	100,000	100,000	100,000	Other
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		50,000	50,000	50,000	50,000	50,000	Other
Wastewater Development Lift Station Upgrades	$ -		100,000				WWIF
Utilities - Total Future Projects		**$ 9,463,269**	**$ 5,072,287**	**$ 250,000**	**$ 250,000**	**$ 250,000**	
Total Utilities	**$ 34,399,525**	**$ 59,519,376**	**$ 18,221,118**	**$ 2,392,341**	**$ 2,060,000**	**$ 1,830,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	75,000	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 40,741,184**	**$ 16,006,088**	**$ 12,784,069**	**$ 12,492,500**	**$ 4,792,500**	**$ 4,792,500**	
Total Carryover Projects	**$ 106,393,140**	**$ 45,628,174**	**$ 19,665,363**	**$ 9,800,000**	**$ 20,350,000**	**$ 9,950,000**	
Total Annual Projects	**$ 46,634,028**	**$ 58,500,768**	**$ 26,829,762**	**$ 17,879,041**	**$ 17,301,700**	**$ 16,926,700**	
Total Future Projects	**$ -**	**$ 127,601,015**	**$ 57,467,727**	**$ 38,846,500**	**$ 23,416,500**	**$ 131,525,400**	
GRAND TOTAL	**$ 193,768,352**	**$ 247,736,045**	**$ 116,746,921**	**$ 79,018,041**	**$ 65,860,700**	**$ 163,194,600**	

Abbreviations and Notes:
- Indicates a Change
- *Pending funding noted in italic*
- **Current funding sources noted in bold**

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
TIDD - *Tax Increment Development District*
WIF - *Water Impact Fees*
WWIF - *Wastewater Impact Fees*

24-114

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:**	May 6, 2024
Drafter:	Sergio Ruiz	**Department:**	Administration
Program:	Council and Community Support	**Line of Business:**	Council and Community Support
Title:	**A RESOLUTION CALLING FOR A PERMANENT CEASEFIRE IN PALESTINE.**		

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

PURPOSE(S) OF ACTION:

A resolution calling for a permanent ceasefire in Palestine.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces is dedicated to fostering a community that embraces diversity, values all life, and upholds the principles of equality and human rights. We affirm that human beings deserve safety, dignity, freedom, and equal rights – regardless of religion, race, or nationality and that international humanitarian law recognizes the rights of all peoples.

Cities across the United States, including San Francisco, California; Minneapolis, Minnesota; Seattle, Washington; St Louis, Missouri; Detroit, Michigan; Atlanta, Georgia; Akron, Ohio; Wilmington, Delaware; Providence, Rhode Island; and Richmond, California have passed resolutions calling for ceasefire.

Between October 6, 2023 and April 17, 2024 there have been over 34,000 Palestinians killed, including 13,000 children and a ceasefire is critical to the release of Palestinian and Israeli hostages and building a foundation for a lasting peace.

The resolution calls for the immediate end of all funding and weapons transfers to Israel and support the prompt provision of humanitarian assistance to both North and South Gaza including supplying food, water, and medical supplies.

The resolution condemns any incidents of antisemitism, Islamophobia, ethnic cleansing, deliberate starvation, collective punishment, and the occupation of Palestine. It supports international law being upheld in the West Bank, ends all settler terror on Palestinians in the West Bank, and all parties must fully comply with their obligations under international law.

Peaceful diplomacy and mutual understanding are the only way to achieve these permanent goals and calls for Israel and Palestine to develop friendly relations based on respect for the principle of equal rights and self-determination of peoples, and to take other appropriate measures to strengthen universal peace.

The City of Las Cruces asks that the New Mexico Congressional delegation and President Biden facilitate an immediate, permanent ceasefire in Gaza and the West Bank, restore United Nations Relief and Works Agency funding and ensure Israel allows humanitarian aid to enter both North and South Gaza, uphold international law in the West Bank, end all settler terror on Palestinians, and end all funding and weapons transfers to Israel.

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve a Resolution calling for a permanent ceasefire in Palestine.
2. Vote "No"; this will not approve the Resolution calling for a permanent ceasefire in Palestine.
3. Vote to "Amend", this could amend the Resolution based on direction from Council to staff.
4. Vote to "Table"; this could delay the adoption of the Resolution calling for a permanent ceasefire in Palestine.

RESOLUTION 24-114

A RESOLUTION CALLING FOR A PERMANENT CEASEFIRE IN PALESTINE.

The City Council is informed that:

WHEREAS, the City of Las Cruces is dedicated to fostering a community that embraces diversity, values all life, and upholds the principles of equality and human rights; and

WHEREAS, we affirm that human beings deserve safety, dignity, freedom, and equal rights – regardless of religion, race, or nationality; and

WHEREAS, international humanitarian law recognizes the rights of all people; and

WHEREAS, cities across the United States, including San Francisco, California; Minneapolis, Minnesota; Seattle, Washington; St Louis, Missouri; Detroit, Michigan; Atlanta, Georgia; Akron, Ohio; Wilmington, Delaware; Providence, Rhode Island; and Richmond, California have passed resolutions calling for ceasefire; and

WHEREAS, between October 6, 2023, and April 17, 2024, there have been over 34,000 Palestinians killed, including 13,000 children; and

WHEREAS, a ceasefire is critical to the release of Palestinian and Israeli hostages and building a foundation for lasting peace; and

WHEREAS, there needs to be an immediate end of all funding and weapons transfers to Israel; and

WHEREAS, we support the prompt provision of unlimited humanitarian assistance to both North and South Gaza including supplying food, water, and medical supplies which are indispensable for the survival of the civilian population; and

WHEREAS, we condemn the occupation of Palestine and the 17-year blockade of Gaza; and

WHEREAS, we condemn any incidents of antisemitism, Islamophobia, ethnic cleansing, deliberate starvation, or collective punishment; and

WHEREAS, we support international law being upheld in the West Bank; and

WHEREAS, all parties must fully comply with their obligations under international law; and

WHEREAS, peaceful diplomacy and mutual understanding is the only way to achieve these permanent goals; and

WHEREAS, we strive that Israel and Palestine develop friendly relations based on respect for the principle of equal rights and self-determination of peoples, and to take other appropriate measures to strengthen universal peace; and

WHEREAS, the City of Las Cruces asks that the New Mexico Congressional delegation and President Biden facilitate an immediate, permanent ceasefire in Gaza and the West Bank, restore United Nations Relief and Works Agency funding and ensure Israel allows unlimited humanitarian aid to enter both North and South

Gaza, uphold international law in the West Bank, end all settler terror on Palestinians, and end all funding and weapons transfers to Israel.

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

(I)

THAT the City Council affirms its support for a permanent ceasefire of the genocide in Palestine.

(II)

THAT City Council asks staff to send copies of this resolution to the President of the United States, Vice President Harris, Secretary Blinken, Senator Lujan, Senator Heinrich, and Rep. Vasquez.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

3068; Council Bill 24-026

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:	May 6, 2024	**Adopted:**	May 20, 2024
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024).**

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

PURPOSE(S) OF ACTION:

Zone change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

The applicant is requesting a zone change from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile) for two properties approximately 1.15 acres in size each and located at 6820 and 6860 Shannon Drive. The purpose for the proposed zone change is to bring the properties into compliance with the 2001 Zoning Code, as amended and allow for development of the vacant/undeveloped properties.

The property owner is seeking rezoning from UR to REM because the present UR district designation is a defunct zoning designation that does not exist within the 2001 Las Cruces Zoning Code, as amended. The UR district existed in an earlier zoning code having been eliminated under the current Code. At the time of code adoption, a two-year grace period allowed any non-conforming zoning to remain in full force and effect until rezoning or conversion of zoning took place. Staff initiated rezoning/conversion efforts for related properties and encouraged property owners to come forward with requests of their own to bring about compliance with the 2001 district standards. Staff was unable at the time to reach out to all affected properties. Originally, the UR district was intended to allow single-family ranchettes and farms (1 acre minimum) for families maintaining a lifestyle that included the raising and keeping of large and small animals in a semi-rural atmosphere. Changing the zoning to REM brings the property into conformance with the 2001 Zoning Code zoning districts while maintaining the semi-rural atmosphere and the keeping of large and small animals. The REM district allows one dwelling per lot and the dwelling must be either site-built or a manufactured home.

The area surrounding the subject properties consist of large lot residential development in the form of site-built, and manufactured homes. The zoning districts supporting these types of residential uses include REM

(Residential Estate Mobile), and EE (Equestrian Estates). Given the development pattern described, there should be no impact to the surrounding neighborhood in terms of character and compatibility.

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development. As the uses surrounding the subject properties are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

On March 26, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The Planning and Zoning Commission voted 4-0-0 (one Commissioner vacancy, two Commissioners absent). The zone change was approved on the consent agenda.

SUPPORT INFORMATION:

Exhibit A - Site Plan
Exhibit B - Findings
Attachment A - P&Z Staff Report
Attachment B - 03-26-24 PNZ Minutes

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject properties located at 6820 and 6860 Shannon Drive will be rezoned from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current non-conforming UR (Urban Ranch) zoning designation will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3068; COUNCIL BILL 24-026

AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024).

The City Council is informed that:

WHEREAS, Alberto Guillen, property owner, has submitted a request for a zone change from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile); and

WHEREAS, the subject properties are approximately 1.15 acres in size each, and the proposed zone change will bring the properties into compliance with the 2001 Zoning Code, as amended; and

WHEREAS, the proposed REM (Single-Family Residential Estate Mobile) zone is consistent with the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on March 26, 2024, recommended that the zone change request be approved by a vote of 4-0-0 (one Commissioner vacancy, two Commissioners absent).

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

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned REM (Single-Family Residential Estate Mobile).

(II)

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

(III)

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

(IV)

THATCity 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

HOMESTEAD ACRES NO. 13

A MINOR SUBDIVISION LOCATED IN THE S1/2 SE1/4 NE1/4 NE1/4 OF SECTION 24, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=60'

2.3173 ACRES TOTAL

JUNE 2001

DEDICATION

THE 2.5063 ACRE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS HOMESTEAD ACRES NO. 13

ALL RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES.

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

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

INSTRUMENT OF OWNERSHIP: AS FILED APRIL 11, 2000
IN CLERKS BOOK 217 PAGE 1745-1746, DONA ANA COUNTY RECORDS.

WE, THE UNDERSIGNED OWNERS, HEREBY SET OUR HANDS AND SEALS

THIS 13TH DAY OF NOVEMBER 2001.

GUILLERMO TENA
P.O. BOX 1084
DONA ANA, NEW MEXICO 88032

MANUELA C. TENA
P.O. BOX 1084
DONA ANA, NEW MEXICO 88032

STATE OF NEW MEXICO }
COUNTY OF DONA ANA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13TH DAY OF NOVEMBER 2001.

BY: GUILLERMO TENA
BY: MANUELA C. TENA

MY COMMISSION EXPIRES OCTOBER 4, 2005

NOTARY PUBLIC SEAL

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW MEXICO AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION FROM THE NOTES OF A BONAFIDE FIELD SURVEY AND THAT IT MEETS MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

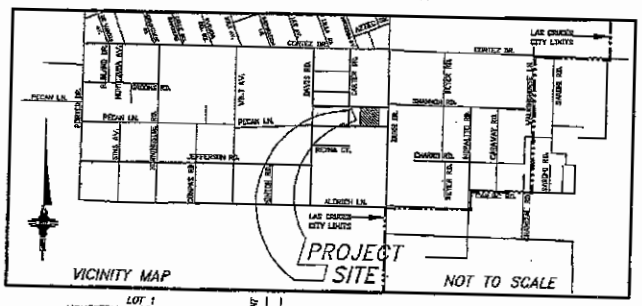
JORGE MOY (LICENSE #9839) DATE 10/17/2001

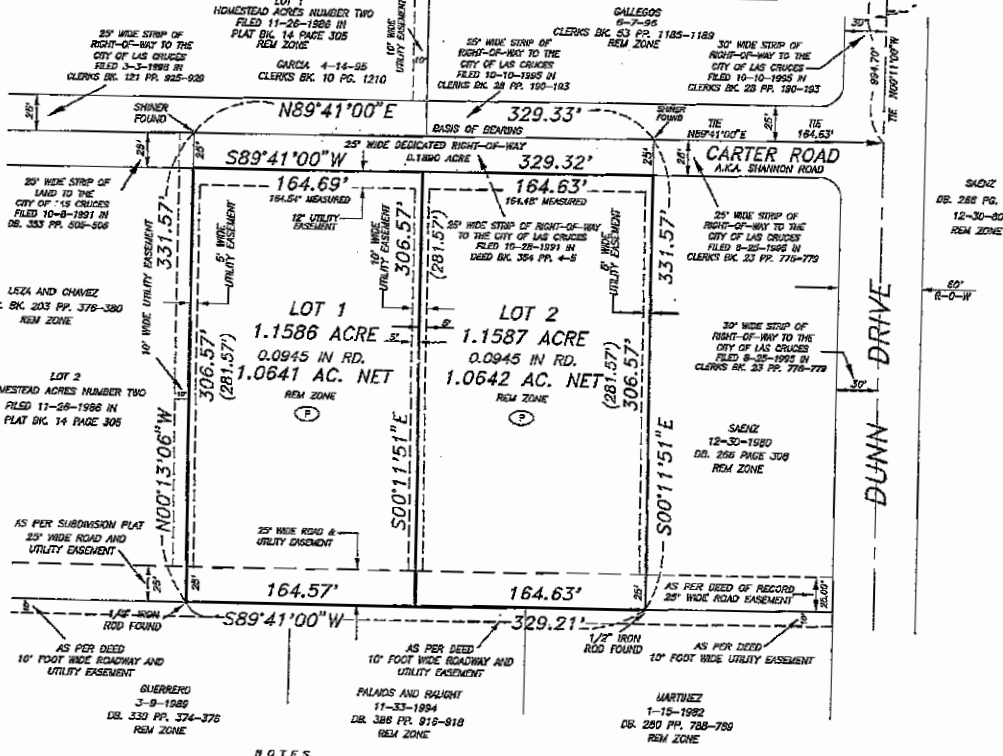
STATE OF NEW MEXICO }
COUNTY OF DONA ANA }

PLAT NO. 3585 RECEPTION NO. 37608

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THE 20TH DAY OF MARCH 2002 AT 5:02 O'CLOCK AND DULY RECORDED IN PLAT BK. NO. 20 PAGE 33 AND FILED IN THE RECORDS OF COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO THIS 20TH DAY OF MARCH 2002

RUBEN CABALLOS
COUNTY CLERK (SEAL)





NOTES

1. 1/2" IRON RODS WITH PLASTIC IDENTIFICATION CAPS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. SUBDIVIDER RESPONSIBLE FOR PROVIDING UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
3. EXCESS STORM DRAINAGE TO BE RETAINED WITHIN EACH LOT.
4. (P) DENOTES PONDING EASEMENT, TO BE MAINTAINED BY LOT OWNER.
5. PROPERTY LIES IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, IN MAP 350130C0650 E, REVISED: SEPTEMBER 27, 1991.
6. BUILDING SETBACK LINES SHALL BE DETERMINED FROM ANY ROAD AND UTILITY EASEMENT.
7. ( ) = DISTANCE TO ROAD AND UTILITY EASEMENT.
8. NO WALLS SHALL BE BUILT ON 25 FOOT WIDE ROAD AND UTILITY EASEMENT

UTILITY APPROVAL

EASEMENTS SHOWN HEREON AND UTILITIES LAYOUTS ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST OF NEW MEXICO, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND GROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES.

COMCAST OF NEW MEXICO, INC.
BY: _____ DATE: 10-16-01

EASEMENTS SHOWN HEREON AND UTILITY LAYOUT ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, AND SATISFACTORY TO MEET THE NEED FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

EL PASO ELECTRIC COMPANY
BY: _____ DATE: 10/03/01

EASEMENTS SHOWN HEREON AND UTILITIES LAYOUTS ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) TELEPHONE UTILITIES.

QWEST TELEPHONE COMPANY
QWEST COMMUNICATIONS INC., DISCLAIMER.
This plat has been approved for easement purposes only. The signing of this plat does not in any way guarantee telephone service to the subdivision.
BY: _____ DATE: 10/17/01

CITY PLANNING AND ZONING COMMISSION APPROVAL

THE PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY PLANNING AND ZONING COMMISSION FOR THE CITY OF LAS CRUCES. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

CHAIRMAN _____ SECRETARY _____
DATE 11/27/2001 DATE 11/27/01

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT
DATE 11.14.01

DIRECTOR OF PUBLIC WORKS
DATE 11-20-01

DIRECTOR OF UTILITIES
DATE 11/16/01

MOY SURVEYING INC.
514 N. DOWNTOWN MALL
LAS CRUCES, NEW MEXICO 88001
PHONE: (505) 525-9683
FAX: (505) 524-3238

JOB NO. 01-1232
DRAWN BY E.C./R.J.
FIELD BY KEN/BOBO/VICTOR
DATE 8/15/01 SCALE: 1"=60'

Exhibit “B”

Findings

- The properties under consideration have a non-conforming zoning designations that no longer exist in the 2001 Las Cruces Zoning Code, as amended.
- Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The REM district designation is the most appropriate zoning district given the lot size, surrounding area, and development intentions stated by the owner.
- The subject properties fall within the Suburban Neighborhood Place Type. This classification is characterized by low to moderate density residential land uses intermixed with areas of commercial development. The classification is consistent with what the REM zone provides.
- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The surrounding area is developed as large lot single-family development consistent with the REM zoning district. Several parcels adjacent to the subject property are already zoned REM.

ZONING

CITY OF LAS CRUCES

Planning & Zoning Commission March 26, 2024

CASE 24ZO0500024: 6820 & 6860 SHANNON DRIVE REZONING

STAFF CONTACT:	Adam Ochoa, (575) 528-3204, aochoa@lascruces.gov
OWNER:	Alberto Guillen
REPRESENTATIVE:	Same
DISTRICT:	District #6
SITE ADDRESSES:	6820 & 6860 Shannon Drive
EXISTING ZONING:	UR (Urban Ranch)
REQUEST:	Rezone from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500024:
A request to approve the rezoning of two properties from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile) located at 6820 & 6860 Shannon Drive. The properties are 1.15 ± acres in size and within Council District 6. Submitted by Alberto Guillen, property owner.

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

- The properties under consideration have a non-conforming zoning designations that no longer exist in the 2001 Las Cruces Zoning Code, as amended.
- Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The REM district designation is the most appropriate zoning district given the lot size, surrounding area, and development intentions stated by the owner.
- The subject properties fall within the Suburban Neighborhood Place Type. This classification is characterized by low to moderate density residential land uses intermixed with areas of commercial development. The classification is consistent with what theREM zone provides.

- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The surrounding area is developed as large lot single-family development consistent with the REM zoning district. Several parcels adjacent to the subject property are already zoned REM.

PROPOSAL AND LAND USE HISTORY

DETAILED DESCRIPTION:

The property owner, is seeking rezoning from UR to REM in that the present UR district designation is a defunct zoning designation that does not exist within the 2001 Las Cruces Zoning Code, as amended. The UR district existed in an earlier zoning code having been eliminated under the current 2001 zoning code regime. At the time of code adoption, a two-year grace period allowed any non-conforming zoning to remain in full force and effect until rezoning or conversion of zoning took place. Staff initiated rezoning/conversion efforts for related properties and encouraged property owners to come forward with requests of their own to bring about compliance with the 2001 district standards. Due to the sheer number of properties that needed adjustment, staff could not reach out to all applicable property owners within the time frame provided even after extending the time frame for compliance. Originally, the UR district was intended to allow single-family ranchettes and farms (1 acre minimum) for families maintaining a lifestyle that included the raising and keeping of large and small animals in a semi-rural atmosphere. Changing the zoning to REM brings the zoning district into conformance while maintaining the semi-rural atmosphere and the keeping of large and small animals. One dwelling is allowed per lot and must be either site-built or a manufactured home meeting stipulated criterion.

LAND USE HISTORY:

The subject properties are believed to have been created prior to approval of the East Mesa/US70 Annexation by City Council in 1986. The properties are undeveloped and located amongst several others that were initially zoned with the intention of establishing large residential lots that specifically permitted the keeping of large and small animals in a manner established prior to annexation.

ZONING DECISION CRITERIA AND POLICIES

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

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
In large part, the area surrounding the subject properties consist of large lot residential development in the form of site-built, and manufactured homes. The zoning districts supporting the residential uses include UR (Urban Ranch), REM (Residential Estate Mobile), and EE (Equestrian Estates). Given the development pattern described, there should be no impact to the surrounding neighborhood in terms of character and compatibility.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

- Community Environment:
    - Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
        - Policy CE-1.2. – Promote investment within older areas of the city through redevelopment.
            - Action CE-1.2.3 - Partner with property owners of vacant land for infill opportunities.
    - Goal CE-5: Building and Site Design – Establish standards to integrate new development with surrounding built and natural features while mitigating long-term natural resources and climate impacts.
        - Policy CE-5.1 – Promote building form and scale that complements surrounding neighborhoods and creates strong linkages between the development site, the street, and other public grounds.
            - Action CE-5.1.2 – Provide gradual transitions between developments with residential lots of varying size and building heights.
- Community Prosperity:
    - Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.

  Community Livability:
    - Goal CL-2: Neighborhood Conservation - Strengthen neighborhood condition through improvements to the built-environment.
        - Policy CL-2.2 – Encourage redevelopment of vacant properties within neighborhoods.

As the uses surrounding the subject properties are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

COMPLIANCE WITH THOROUGHFARE PLAN:
Access to the subject properties will come from Shannon Drive. The road is a partially improved local roadway that lacks adequate right-of-way (ROW), curb, gutter, sidewalks, and lighting. Shannon Drive has approximately 20 feet of right-of-way width. Shannon Drive does not meet local roadway standards, but is adequate to accommodate any proposed single-family residential development.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
J. Improve the design, quality, and character of new development.
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.

Review by City of Las Cruces staff determined the proposed zone change would not adversely impact the surrounding area. Future uses that may be authorized by the proposed district will be in keeping with the surrounding area per section 38-2 of the 2001 Zoning Code, as amended. Additionally, the proposed action will eliminate the issue with the non-conforming/defunct zoning district issue with the properties.

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

A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
    1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely adjoining properties.
    2. Unreasonably increase the traffic in public streets.
    3. Increase the danger of fire or endanger the public safety.
    4. Deter the orderly and phased growth and development of the community.
    5. Unreasonably impair established property values within the surrounding area.
    6. In any other respect, impair the public health, safety, or general welfare of the city.
    7. Constitute a spot zone, and therefore, adversely affect adjacent property values.

8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.

B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.

C. The commission shall encourage the proper use and development of land, shall seek to create, and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air, and other environmental, natural, historical, and cultural resources for the city.

D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.

E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change request appropriate with a recommendation of approval.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject properties are currently zoned UR. The UR zoning district is a defunct designation requiring that it be brought into compliance with current code prior to any development taking place on-site. The proposed zone change to REM seeks to accomplish this in a manner that is compatible with the surrounding area.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

If the subject properties are rezoned as proposed, the size of the lots and the access provided via Shannon Drive allows for future development of residential uses as envisioned by the property owner to take place. All development would then follow the requirements of the REM zoning district if approved.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

City water and gas are currently in proximity of the subject properties and are accessible to the property owner. The available city utilities will not be negatively impacted by this zone change request and any resulting development. Septic tanks provide the means for sewer service and the subject parcels lot size will accommodate lot size standards established by the New Mexico Environment Department (NMED).

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:

Notification letters were mailed to property owners within 500 feet of the subject properties. Staff has not received any input regarding the pending zone change action as of packet preparation.

STAFF COMMENTS:

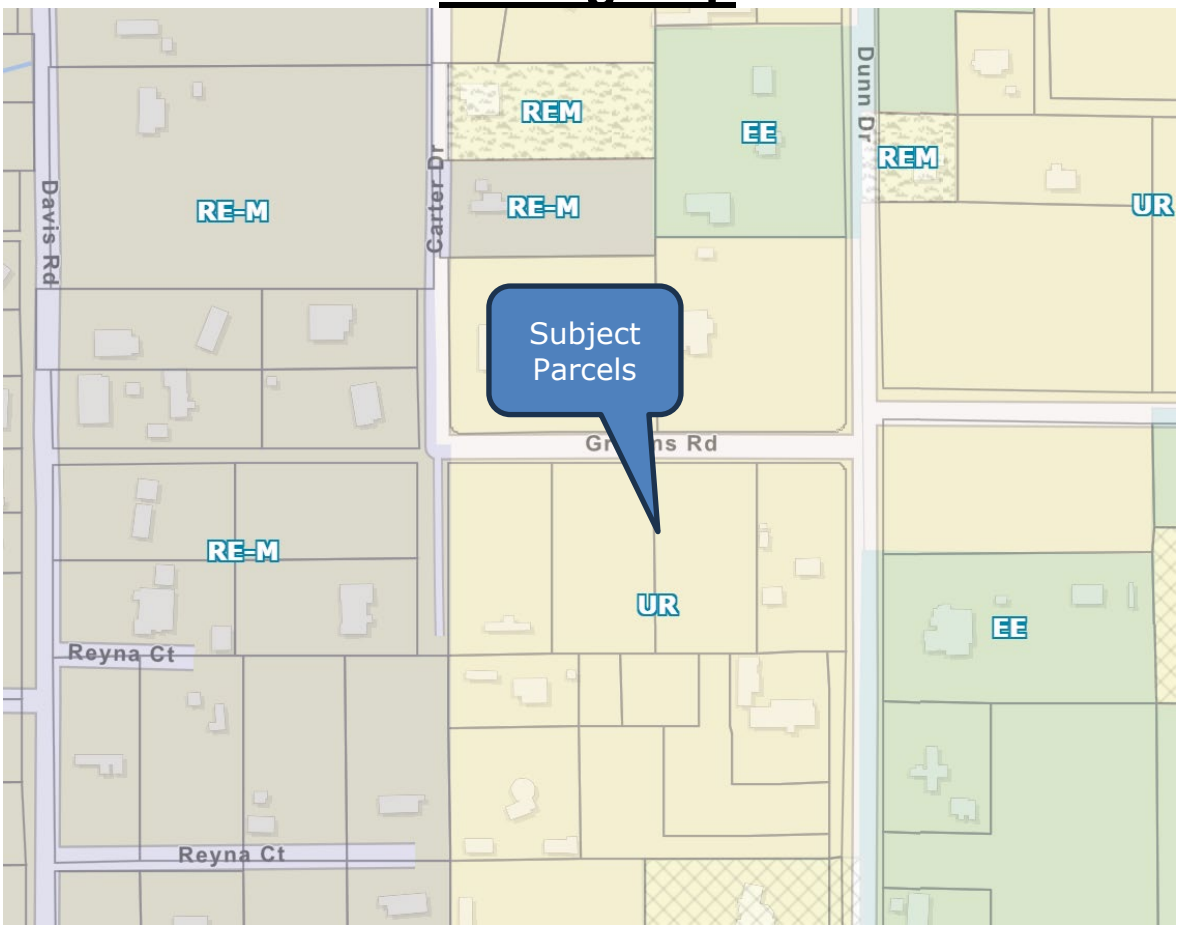
No reviewing department had any negative comments nor does any reviewing staff object to the proposed rezoning.

ATTACHMENTS:

1. Zoning Map
2. Aerial Map
3. Department Review Comments

ATTACHMENT 1

Zoning Map



ATTACHMENT 2

Aerial Map

ATTACHMENT 3
Department Review Comments

Department: Planning

Status: APPROVED

Department: Transportation

Status: NOT REQUIRED

Department: Engineering

Status: NOT REQUIRED

Department: Utility

STATUS: APPROVED

Department: Fire

Status: APPROVED

Department: MPO

Status: APPROVED

Department: Flood Review

Status: APPROVED

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
March 26, 2024 at 6:00 p.m.

BOARD MEMBERS PRESENT:
Scott Kaiser, Chair
Enrico Smith, Vice-Chair
Connor Murray, Member
Joaquin Acosta, Member

BOARD MEMBERS ABSENT:
James Bennett, Secretary

STAFF PRESENT:
David Weir, Deputy Director Community Planning
Adam Ochoa, Senior Planner/Building Inspection Supervisor
John Castillo, Planner
Brad Douglas, Assistant City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:05)

Kaiser: Welcome to the March 26th City of Las Cruces Planning and Zoning Commission meeting. We'll go ahead and call this meeting to order.

2. APPROVAL OF MINUTES – February 27, 2024

Kaiser: First item of business tonight is approval of the minutes from February 27th. Before we get a motion, is there anybody who had comments, corrections to make? Looking for a motion to approve.

Smith: I move that we approve the minutes from the last meeting.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

3. CONFLICT OF INTEREST

Kaiser: All right. Any conflicts of interest tonight Commission? All right, seeing none.

We will go ahead and - before we get to the acceptance of the agenda I just want to make one administrative announcement for those that we have a captive audience and before folks take off after their respective items tonight. There is a public comment open for the update to the development code, which is essentially the giant binder of rules and regulations that dictate what we hear and see and do up here on this commission. That document is now available. And public comment is being accepted up until April 5th. And I will look to staff if they want to make any other comments on that.

Weir: Thank you, Mr. Chair. David Weir, of the Community Development Department. You are correct. The entire draft of our development code known as the Realize Las Cruces project is available on the project website, which is www.realizelascruces.com. And it will take you to a link that will take you to each chapter of the code. And there's also a tool that will allow you to comment online. If you'd like to comment directly to the Community Development Department, any of the planners here tonight, myself, Adam Ochoa, John Castillo, you can send those comments and we will provide those to the consultant. Thank you.

Kaiser: Thank you. So encourage everyone to go take a look at that. It's a very important document. It basically dictates how things get built in the City, which is why you all are here tonight. So we look forward to seeing your input, in that it's been I think over a year if not longer of a process to get to this point. And so we're excited to see the next phase, excited to get your all input, and then hopefully take it over the finish line.

4. ACCEPTANCE OF THE AGENDA

Kaiser: So with that, are there any postponements tonight? I don't believe there are. So looking for a motion to accept tonight's agenda.

Murray: I make a motion to accept tonight's agenda.

Smith: I second

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

5. PUBLIC PARTICIPATION

Kaiser: Okay, is there anybody in tonight's audience who wishes to speak on an item that is not on tonight's agenda? I see two hands. So we'll start with this lady over here. If you want to come forward. And please, please state your name for the record and I need to swear you in.

Bernal: Hi, my name is Dolores Bernal.

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

Bernal: As far as I know.

Kaiser: I'll give you three minutes. Please go ahead.

Bernal: Thank you. Yes, again, my name is Dolores Bernal. I'm a cybersecurity professional and a former Las Cruces Sun News journalist. I live in District 3. I'm here today with some members of a fast growing group in Las Cruces called Save the Roadrunner. You can learn more about us at savetheroadrunner.org. It's time for this Commission to stop approving

large construction projects and development in Las Cruces with total disregard to the harm done to sensitive wildlife including our iconic roadrunners. Sightings of roadrunners and other protective birds within City limits have declined significantly, especially since 2020. Already, the burrowing owl, which was quite abundant in this area before, has been completely wiped out. More and more bird species are being decimated with every project that you approve. It's only a matter of time before you are contacted by federal or state agencies to investigate the destruction of roadrunner nests and killing of the roadrunner and other protected species. You cannot now however, an upgrade how you approve construction projects in the City. You can begin by requiring environmental impact assessments on proposed construction sites. These assessments involve checking for wildlife that can be harmed during the land clearing phase of a project and provide you with valuable information including when birds are mating and nesting. The expansion of Veterans Park took place at the height of breeding season. I and others saw many homeless roadrunners and quail who were desperately searching for their nest right after the bulldozer clear over two acres of land next to Veterans Park. I was able to record video of this and I am ready to turn it in to investigators when they request it. Roadrunners and other birds in our area are federally protected under the Migratory Bird Treaty Act of 1918. Roadrunners are also protected by the State of New Mexico. When construction projects are being reviewed, this Commission must do its due diligence and check to make sure these birds won't be killed during the projects. Our group is demanding that you begin requiring environmental impact assessments as soon as possible before more projects are approved. I can be a resource for us to start planning how an ordinance like that may look like, as well as other groups that can become involved including the Audubon Society. Thank you so much.

Kaiser: Thank you.

Shervanick: Gregory Shervanick.

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

Shervanick: I do.

Kaiser: Go ahead.

Shervanick: Chair Kaiser and Commissioners, City staff. Thank you. And I'm glad that you brought up the topic of Realize Las Cruces development code. Tomorrow at 3:00 p.m. there will be a public meeting for this item, which the draft is now, as you said, online. I asked for the draft in February. Of course, the City couldn't give it to me even though it was online before. And

I wanted to read the mission statement so the people behind me realize how important this document is. The City development code regulates the use of the development of land within the City limits. The update process and focus on the amendment of the existing zoning regulations, zoning maps, subdivision regulations, sign regulations, design standards, such as parking, street designs, and landscape. This update also focuses on streamlining and simplifying, Commissioners, development process to ensure clear and efficient processes. The update will be driven by the policies and actions identified through Elevate Las Cruces Comprehensive Plan process. The overreaching purpose of this code update is to implement the vision that was established with Elevate plan, in addition to making the code more user friendly, and ensuring the compliance with state regulations. My observations over this last year, Chair, is that this is not a favorable or equitable design, and the citizens of Las Cruces will resent you for years to come. And of course, your predecessors who sit in those chairs will resent you if you accept this document as it is. First of all the communication of projects is still limited to 500 feet. And if you look at any of the zoning code signs that are provided on properties and projects, you'll find that the font is so small you can't even read it from the street. So it doesn't help people understand what is being asked for in regulations and zoning changes. Also, unfortunately, the sun does not rotate around the Earth, so most of the environmental, sustainability, and tree items in this document do not conform to primary physics, third grade physics. If you plant trees going east to west, the sun will never give them shade on a north to south boundary. Because that's not how the sun nor the solar energy functions. I thank you very much. And I ask everyone in this room to please go to Realize Las Cruces on the City website and read the document. Appreciate your time. Thank you.

Kaiser: Thank you, sir. All right. Anybody else in tonight's audience who wishes to speak on an item that is not on tonight's agenda? All right, I will close public comments.

6. POSTPONEMENTS

7. CONSENT AGENDA

7.1 Case No. 24ZO3000007: A request for approval of a final site plan, known as Metro West Phase 1, located within the Metro Verde Planned Unit Development (PUD). The proposed subdivision encompasses 17 ± acres, is zoned PUD and located at the northwest corner of Peachtree Hills Road and Red Hawk Golf Club. The final site plan proposes 98-single-family residential lots with a tract of land for drainage that will be dedicated to the City of Las Cruces. Submitted by Sierra Norte Development Inc., property owners. City Council District 5.

7.2 Case No. 24ZO0500024: A request to approve a zone change from UR (Urban Ranch) to REM (Residential Estate Mobile) for two lots each ± 1.15 acres in size and located at 6820 and 6860 Shannon Road. Submitted by Alberto Guillen, property owner. City Council District 6.

Kaiser: And we will move on to the consent agenda. Okay, get a motion to - I guess actually we will, for those in the audience these are the two items on tonight's consent agenda. 7.1 is a final site plan for Metro Verde West, 7.2 is a zone change. Is there anybody in the audience who would like to hear a discussion on one or both of these? Please show of hands. Okay, seeing none. Looking for a motion to approve tonight's consent agenda.

Smith: I move that we approve tonight's consent agenda 7.1 and 7.2.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

8. OLD BUSINESS

Kaiser: All right, we have no old business.

9. NEW BUSINESS

9.1 Case 23CS0500013: A request for approval of a non-administrative replat known as Villa Mora Dam Replat No. 1. The subject property encompasses 56.51 + acres, is zoned R-1a (Single-Family Medium Density Residential) and is located at 2040, 2045, 2060, & 2065 E. Madrid Avenue. Submitted by the City of Las Cruces, property owner. City Council District 1.

City Council Action and Executive Summary

3069; Council Bill 24-027

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	May 6, 2024	**Adopted:**	May 20, 2024
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001).**

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

PURPOSE(S) OF ACTION:

Zone change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for property approximately 9.37 acres in size and located at 1900 Bataan Memorial East. The purpose for the proposed zone change is to bring the property into compliance with the 2001 Zoning Code, as amended and allow for redevelopment of a vacant building and parking lot for a multi-tenant retail project.

Due to the property remaining vacant since 2017, the property is now considered non-conforming as it does not meet the C-2 zoning district that has a maximum lot size requirement of 1 acre. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended. When the subject property was initially zoned C-2 in 1988, the C-2 zoning designation was the most intense commercial zone in the City of Las Cruces and it had no maximum lot size requirement just like the proposed C-3 zoning designation.

The surrounding neighborhood includes a gas station, movie theater, restaurants, hotel, and a shopping center. The property has three access points, Telshor Boulevard, Del Rey Boulevard, and Bataan Memorial East, all of which are classified as arterials by the MPO Thoroughfare Map and where large-scale commercial development is encouraged.

The Regional Commercial place type encourages a diverse assortment of commercial and professional services that would be made available by allowing a broader spectrum of uses. The goals and policies outlined within this Comprehensive Plan support a variety of commercial choices within the City of Las Cruces

while maintaining a context-sensitive development that is compatible to the surrounding area. The zone change could lead to development of services and/or job opportunities for the community that are easily accessible and within walking distance of existing residential areas and transit systems.

On February 27, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The zone change received one concern regarding the increase in traffic in the area. The Planning and Zoning Commission voted that the zone change request be approved 6-0-0 (one Commissioner vacancy).

SUPPORT INFORMATION:

Exhibit A - Site Plan
Exhibit B - Findings
Attachment A - Staff Report to the P&Z
Attachment B 02-27-24 PNZ Minutes

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject property located at 1900 Bataan Memorial East will be rezoned from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current C-2 (Commercial Medium Intensity) will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3069; COUNCIL BILL 24-027

AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001).

The City Council is informed that:

WHEREAS, Upward Architects LLC, representative, has submitted a request for a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity); and

WHEREAS, the subject property is approximately 9.37 acres in size, has a vacant building, and the proposed zone change will bring the property into compliance with the 2001 Zoning Code, as amended; and

WHEREAS, the proposed C-3 (Commercial High Intensity) zone is consistent with the Regional Commercial Place Type per the Elevate Las Cruces Comprehensive Plan and will provide job opportunities; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on February 27, 2024, recommended that the zone change request be approved by a vote of 6-0-0 (one Commissioner vacancy).

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

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned C-3 (Commercial High Intensity).

(II)

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

(III)

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

(IV)

THATCity 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:

_____

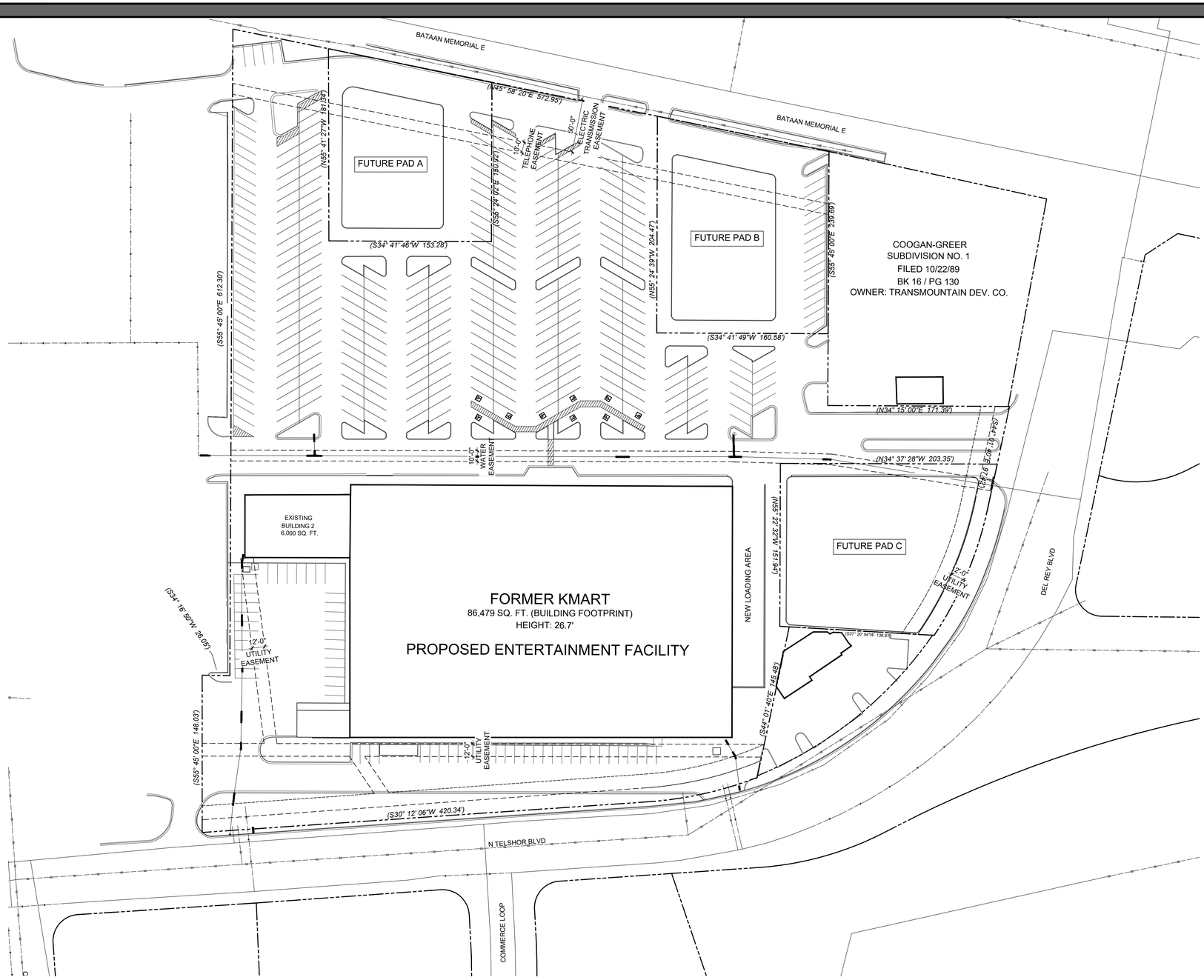
Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"



SITE PLAN

SCALE: 1" = 50'-0"

N

0 50' 100' 150'

SCALE: 1" = 50'-0"

SITE DATA:

APN:	R0221185
BUILDING ADDRESS:	1900 Bataan Memorial East, Las Cruces, NM 88011
SITE AREA:	
LOT 1:	323,638 S.F. (7.43 AC)
LOT 2 (PAD A):	25,494 S.F. (0.59 AC)
LOT 3 (PAD B):	30,451 S.F. (0.70 AC)
LOT 4 (PAD C):	28,772 S.F. (0.66 AC)
TOTAL:	408,355 S.F. (9.37 AC)
ZONING :	
EXISTING:	C-2
PROPOSED:	C-3
BUILDING AREA:	
BUILDING 1 (FORMER KMART):	86,479 SF
BUILDING 2:	6,000 SF
PARKING REQUIRED:	
Fitness (1/200) 35,922 SF	180 SPACES
Retail (1/350) 11,796 SF	34 SPACES
Bowling (2/lane) 24 Lanes	48 SPACES
Arcade (1/250) 6000 SF	24 SPACES
Grill (1/200) 6000 SF	30 SPACES
Restaurant (1/200) 8460 SF	43 SPACES
TOTAL	359 SPACES
PARKING PROVIDED: (NOT INCLUDING PROP. PADS)	385 SPACES

CONTACT INFO:

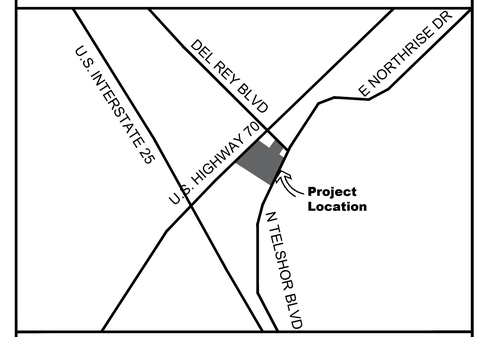
ARCHITECT

UPWARD ARCHITECTS
1155 E. RIO SALADO PKWY, SUITE B-101
TEMPE, AZ 85281
PHONE: 602-753-5222
E-MAIL: justin@upwardarchitects.com
CONTACT: Justin Gregonis

OWNER

AKMS, LP
10982 ROEBLING AVE, UNIT 203A
LOS ANGELES, CA 90024
PHONE: 818-331-6755
E-MAIL: ken@srgla1.com
CONTACT: Kenneth R. Simons

VICINITY MAP:



PROJECT DESCRIPTION

Proposed rezone from C-2 to C-3 with creation of three new parcels within the site for future pads

Kmart Re-Parcel

1900 Bataan Memorial East
Las Cruces, NM 88011

12-22-2023
PROJECT NO. 22034

UPWARD ARCHITECTS
1155 W. Rio Salado Parkway, Suite B-101
Tempe, AZ 85281
Ph 602.753.5222 www.upwardarchitects.com

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along two major arterial roadways where high intensity commercial uses and zoning such as the proposed C-3zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001Zoning Code, Article 1, Section 38-2L).
- Based upon staff’s analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

ZONING

CITY OF LAS CRUCES

Planning & Zoning Commission 02/27/2024

CASE 24ZO0500001: REZONING

STAFF CONTACT:	Sara Gonzales, (575) 528-3049, sgonzales@las-cruces.org
OWNER:	KMLAS CRUCES LLC
REPRESENTATIVE:	Upward Architects LLC
DISTRICT:	District #3
SITE ADDRESS:	1900 Bataan Memorial East
EXISTING ZONING:	C-2 (Commercial Medium Intensity)
REQUEST:	Rezone from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500001:
The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for a property located 1900 Bataan Memorial East and encompassing 9.37 ± acres to redevelop of an existing commercial property.

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

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the 2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along two major arterial roadways where high intensity commercial uses and zoning such as the proposed C-3 zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

PROPOSAL AND LAND USE HISTORY

PROJECT DESCRIPTION:

The property proposed for rezoning is located at 1900 Bataan Memorial East. The existing building on the subject property has been vacant for more than a year and the redevelopment requires the property to come into compliance with the 2001 Zoning Code, as amended. The 9.37 ± acre subject property is currently zoned C-2 (Commercial Medium Intensity) and the C-2 zoning district has a maximum lot size requirement of 1 acre making the property non-conforming. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended. When the subject property was initially zoned C-2, the C-2 zoning designation was the most intense commercial zone in the City of Las Cruces and it had no maximum lot size requirement just like the proposed C-3 zoning designation.

The applicant is requesting the zone change to C-3 for future redevelopment of a multi-tenant retail project that will bring desirable services and amenities to the area.

LAND USE HISTORY:

The existing 95,071 square foot structure was built in 1988. The businesses that occupied the space included K-Mart and the Super 99 Cent Store. In September of 2017, both businesses closed their doors, and the site has remained vacant.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Mesilla Valley Metropolitan Planning Organization (MPO) Thoroughfare Plan	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes
New Mexico Case Law	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:

The property is located along Bataan Memorial East in an area of the City of Las Cruces where a variety of high intensity commercial land uses exist and are allowed. The future redevelopment will a range in uses allowed by the C-3 zoning district which are compatible with and similar to surrounding uses. Those in close proximity to the subject property includes a gas station, movie theater, restaurants, hotel, and a shopping center.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

The property is in the Regional Commercial Place Type Overlay as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. The

following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed zone change:

- Community Environment:
  - Goal CE-4: Complete neighborhoods - develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
- Community Livability:
  - Goal CL-7: Transportation-land use connection- develop an accessible and efficient transportation system that provides seamless connectivity to surrounding land uses and complements various development patterns.
    - Policy CL-7. 2: Promote street interconnectivity within and between neighborhoods, between commercial developments, and within town centers and neighborhood centers
- Community Prosperity
  - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
    - Policy CP-4. - Support efforts to be regionally and nationally competitive in regard 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.

The Regional Commercial place type encourages a diverse assortment of commercial and professional services that would be made available by allowing a broader spectrum of uses. The goals and policies outlined within this Comprehensive Plan support a variety of commercial choices within the City of Las Cruces while maintaining a context-sensitive development that is compatible to the surrounding area. The zone change could lead to development of services and/or job opportunities for the community that are easily accessible and within walking distance of existing residential areas and transit systems.

COMPLIANCE WITH MPO THOROUGHFARE PLAN:

Telshor Boulevard and Del Rey Boulevard are classified as a principal arterial roadways and Bataan Memorial East is classified as a minor arterial by the MPO Thoroughfare Map and the Future Thoroughfare Map in Elevate Las Cruces. Large scale commercial developments are encouraged along higher roadway classifications to accommodate increased traffic flow. Based on the three designated ingress/egress locations, the proposed zone change is appropriate for this area.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:

The relevant purpose and intent statements to the proposed rezoning are:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
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.
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.

The proposed zone change would allow for reuse of an existing building and land where that are no known adverse offsite impacts or potential risks to the public's safety, health and welfare.

CRITERIA FOR DECISIONS:

- 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.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions above and has deemed the zone change request appropriate with a recommendation of approval.

NEW MEXICO CASE LAW:

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

The redevelopment of this vacant building with retail and entertainment land uses are similar to the surrounding neighborhood that consists of commercial uses, justify the C-3 zoning designation on the subject property.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property is zoned C-2 and encompasses 9.37 ± acres. Currently the subject property is non-conforming due to the maximum lot size requirement under the C-2 zoning designation. The existing building meets all setback requirements of the 2001 Zoning Code. The site currently has an improved surface for parking with landscaped islands and parkways dispersed throughout.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

The proposed zone change will allow the property owner to use the vacant building on the property for a multi-tenant retail project. Aside from internal alterations of the structure in accordance with the applicable building codes for a change in use,

the property would be required to follow all applicable building, fire and zoning codes as part of redevelopment including ponding and additional landscaping.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:
City water, gas and sewer are available for the site and are adequate for any potential new construction. Bataan Memorial East is paved, including curb, gutter, and lighting. Del Rey Boulevard and Telshor Boulevard are paved including curb, gutter, lighting, and sidewalk. No additional improvements are currently required.

FLOOD PLAIN:
The property is not located in a flood zone.

STAFF AND PUBLIC COMMENTS

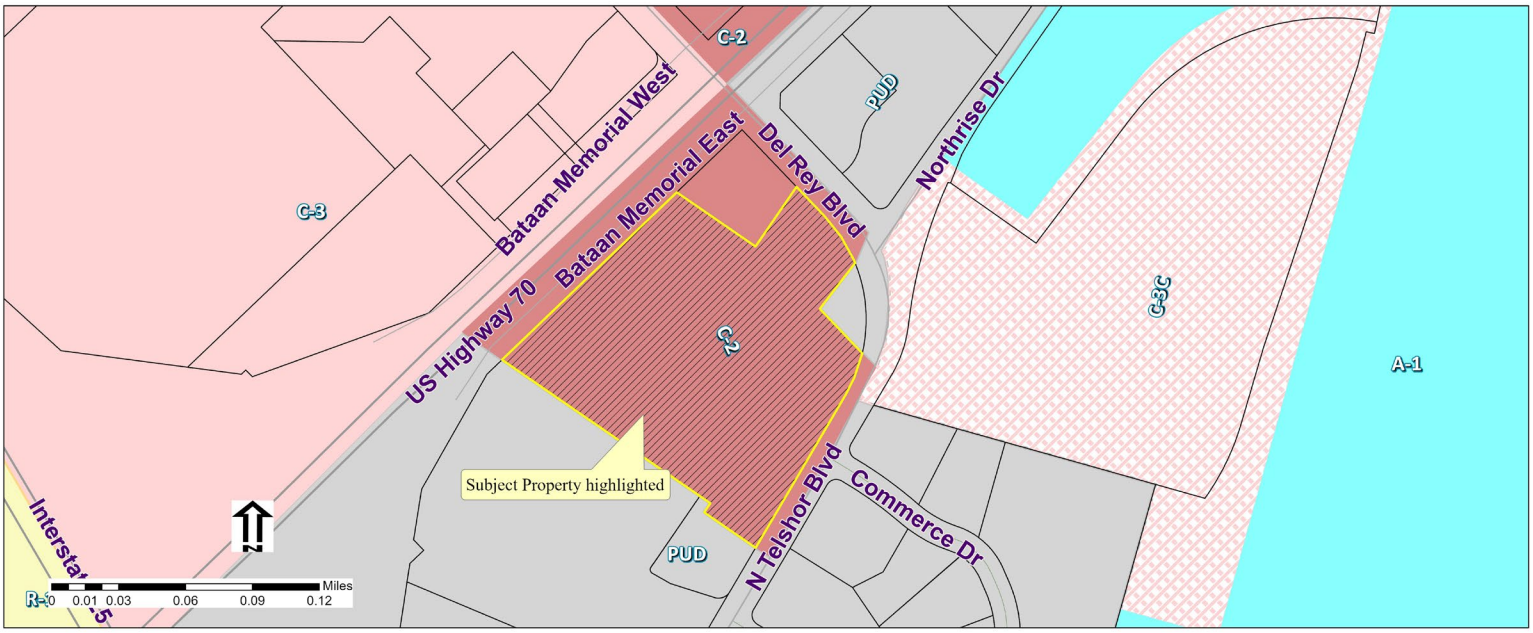
PUBLIC NOTIFICATION AND INPUT:
Notice of a Public Hearing was mailed to all property owners within 500 feet on February 12, 2024, for the Planning and Zoning Commission meeting. No public comment was received for the proposed zone change at the time of the drafting of this report.

STAFF COMMENTS:
No reviewing departments had any negative comments and there have been no objections to the proposed rezoning.

ATTACHMENTS:
1. Zoning Map
2. Aerial Map
3. Survey/ Site Plan
4. Applicants Documents
5. Department Comments

ATTACHMENT 1

Zoning Map

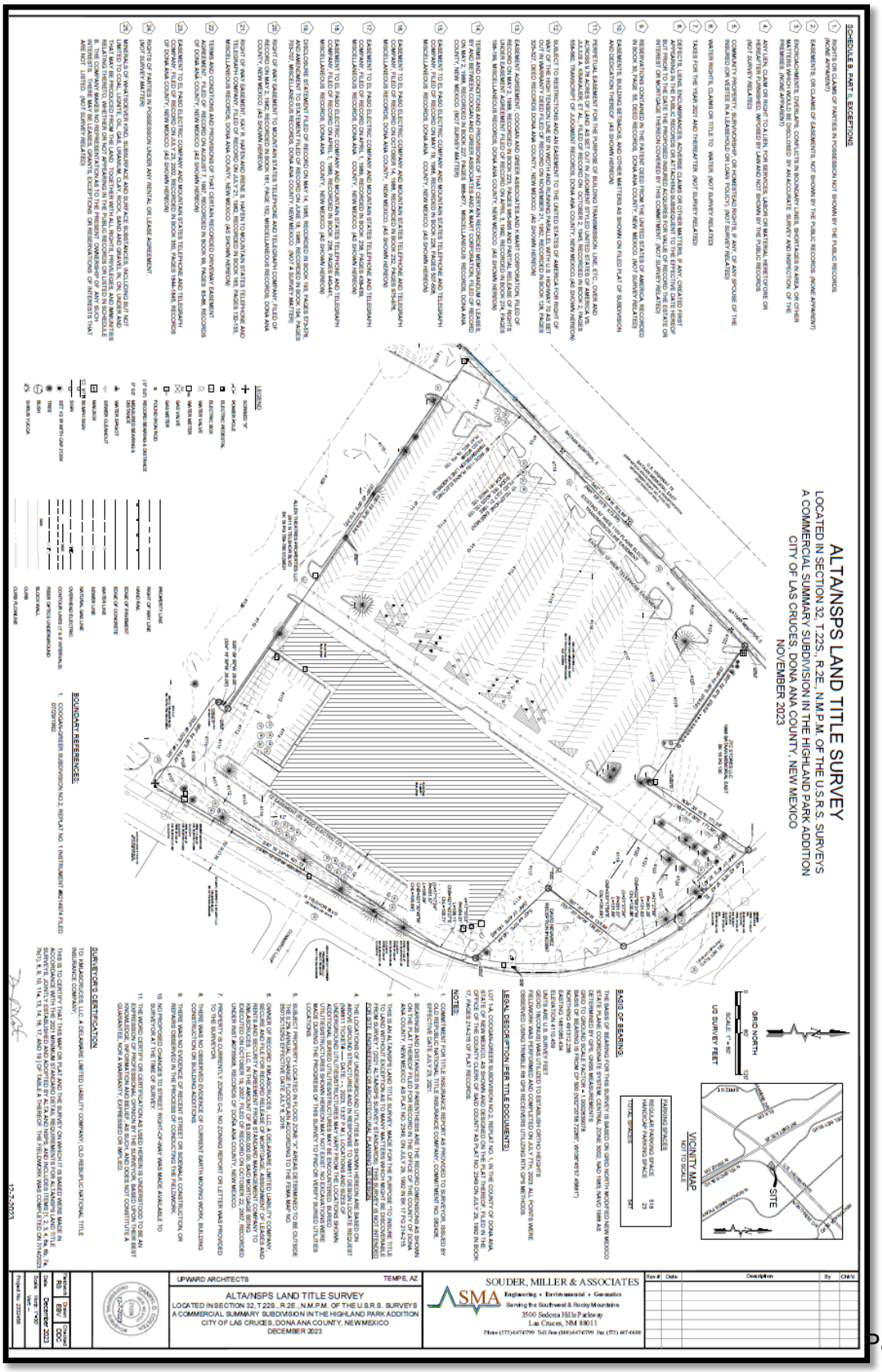


ATTACHMENT 2

Aerial Map

ATTACHMENT 3

Survey/ Site Plan



ATTACHMENT 4

Applicants Documents

This Rezoning Narrative is submitted on behalf of KM Las Cruces, LLC, a Delaware limited liability company ("Applicant"). Applicant owns a 9.376 parcel of real property known as Lot 1- A of Coogan-Greet Subdivision No. 2, Replat No. 1, which is generally located to the southeast of the intersection of U.S. Highway 70 and Interstate 25 in, Las Cruces (the "City"), New Mexico (the "Property"). Applicant proposes to redevelop the Property by subdividing it into four separate parcels and rezoning all parcels in order to build a multi-tenant retail project (the "Project"). Applicant respectfully requests that the City approve its request to rezone the Property from C- 2/Commercial Medium Intensity (the "C-2 Zoning District") to C-3/Commercial High Intensity(the "C-3 Zoning District") to bring it in to compliance with the current zoning designations (the "Rezoning").

The Rezoning meets the criteria set forth in the Las Cruces Zoning Code (the "Code"), and furthers the goals, objectives and policies of *Elevate Las Cruces* (the "Plan"). As discussed below, the Rezoning will permit redevelopment of a mixed-use project that enhances and enriches the surrounding area, with new tenants who will bring desirable services and amenities that fit within
the already-existing neighborhood.

The Property and Current Entitlements

The Property is subject to the Coogan-Greer Subdivision No. 2, Replat No. 1, recorded on July 29, 1992. At the time it was platted and initially developed, through the date of this application, the Property has been within the C-2 Zoning District. However, during that period, the City revised the C-2 Zoning District development standards under the Code regarding maximum lot size, and as a result, the Property became legal non-conforming. As discussed below, the Rezoning will bring the Property into compliance with the Code and will pave the way for creation of a development that better fits the surrounding environment.

The Project

Applicant seeks to rezone and subdivide the Property into one primary lot and three outlots. The Rezoning will allow for reuse of an underdeveloped, underutilized parcel of land that already has infrastructure to support such development. Bringing the Property into compliance and allowing the out lots to be developed will stimulate growth by creating more retail opportunities, which in turn leads to job creation and increased tax revenue.

Criteria for Rezoning

Requests for rezoning are reviewed in relation to the goals, objectives and policies of the Plan, Plan elements, other applicable plans and the purpose and intent of the Code. *Code* §38-10(K). The Rezoning furthers the goals, objectives and policies of the Plan and Code, and the Project fits well within the description of the C-3 Zoning District, which encourages development "of those uses which provide retail, service, and wholesale activities within the City and a regional market,
whose use generally serves a population of over 15,000." *Code* §38-32(B).

Compliance with Elevate Las Cruces

The Plan "is not necessarily an endorsement of outward expansion" but rather "represents a more holistic view of positive change that places significant value on inward growth – promoting long-term community prosperity through the regeneration and rejuvenation of the community's existing built footprint." *Plan*, *Volume I*, p. 18. The Rezoning would allow for the regeneration and rejuvenation of an already existing, but underutilized, centrally located area, thereby promoting the basic tenants of the City's vision for future growth.

Vision Framework

The Rezoning is consistent with the Plan's vision for Las Cruces to be a livable community, create vibrant neighborhoods, and for new growth to foster economic prosperity and promote balanced development.

The Project is located less than a mile away from residential neighborhoods to the north, south, east and west. Consistent with the Plan's vision component to build a livable community and vibrant neighborhoods, the Rezoning will permit a development that increases access to new amenities and provides jobs and services, while adding non-residential infill development to an area that will benefit from such facilities. Rezoning the Property to the C-3 Zoning District will permit larger lot sizes that will, in turn, attract multiple service providers that would not be possible if the lot-size limitations imposed by the C-2 Zoning District are in place. Not only does this build a livable community, it fosters economic prosperity with the workforce development and multiple new businesses in the area (and resulting increased tax revenue), thereby contributing to a robust economy.

The Plan's vision for balanced development calls for "sustainable growth practices where smart investment in new development enhances long-term economic value through quality design and resource conservation." *Plan*, *Volume I*, p. 19. The current layout of the Property – one parcel that is almost 10 acres in size, with only one large building constructed on it – does not provide the maximal and best use. The Rezoning will promote development in an area that is already supported by roads and other services, thereby reducing the so-called "construction footprint" that would be required if the same amenities were built on an undeveloped parcel. The construction of modernized updated buildings that improve the Property's aesthetics will enhance the long-term economic value of the Property and the Project.

Physical Framework

The Property is in a location that is well-suited to accommodate the anticipated expansion that the Rezoning and the Project will generate. The surrounding neighborhoods will benefit from the new services and the existing transportation infrastructure can manage the growth.

Future Development Program and Future Development Map: the Property's place classification on the Future Development Map is Regional Commercial, within the Suburban designation, and it is identified as an area of non-residential growth. *Plan*, *Volume I*, p. 32; Figure 1.8. The Regional Commercial designation calls for areas "of contemporary development where land uses are dispersed among distinct residential neighborhoods, retail centers, office parks and industrial uses." There are no applicable areas of special consideration, place type overlays or areas of

special consideration set forth in the Plan. Land uses in Regional Commercial areas include general retail sales and services, shopping centers and professional offices. *Plan*, *Volume I*, p. 43. The Rezoning will permit desirable services, centers and offices to occupy the area that cannot conform to the C-2 Zoning District maximum lot size.

The Rezoning compliments the Plan's vision for the Property and fits the character of the surrounding area. While there are some nearby parcels that are within the C-2 Zoning District, the lot directly to the east of the Property is in the C-3 Zoning District and the lots directly to the north and south are PUD that are currently comprised of commercial buildings. Further, given the location of the Property, the Rezoning will provide more intensive and larger retail use near Highway 70 (designated by the Plan as a minor arterial road), Northrise drive (a principal arterial road), as well as Interstate 25, while providing desirable services for the nearby residential
neighborhoods. *Plan*, *Volume I*, p. 74.

Future Thoroughfare Program
The Future Thoroughfare Program looks at "essential principles to guide street network and facility development." This program is to be considered as new roadways are built, or existing roadways are improved. *Plan*, *Volume I*, p. 62. Roadway standards should be used to achieve the Plan's desired development character in the various classifications. *Plan*, *Volume I*, p. 64. Given the Project's suburban classification, the focus for streets should be multi-modal mobility.

On the Future Thoroughfare Map, the Project is adjacent to a minor arterial road (Highway 70), a principal arterial road (Northrise Drive), as well as Interstate 25. The Project is in a development with already established streets – both highways as well as local connector roads. The Project that will be possible with the Rezoning will be well-served by these existing roads and will be completed with designs and planning that incorporates the key suburban street considerations.

Policy Framework: The Plan's Policy Framework is meant to prioritize the City's methods to build an ever more sustainable, prosperous, and livable environment, incorporating the Plan's initiatives, which are discussed below.

1. Elevate our Community Environment. The Community Environment Policy Framework is organized around four topics: land use and community character; infrastructure, utilities and energy; natural resources and open spaces; and regionalism. This policy goal aims to preserve finite resources, as well as further efficient and harmonious interface with the natural environment. *Plan*, *Volume I*, p. 86. It points to the Future Development Map as providing key direction for land use and community character, and encourages more efficient and sustainable use of infrastructure, utilities and energy. *Plan*, *Volume I*, p. 87.

   As discussed above, the Rezoning is consistent with the Future Development Map and the development goals associated with the Regional Commercial classification. The Rezoning will allow for balanced, efficient and sustainable development because the Property is already served by utilities and roads; the Rezoning will pave the way for new businesses to use the Property, rather than build at a location without these existing features. New buildings will follow the City's design standards, which encourages steps like drought- friendly landscaping, and soil and wind erosion control.

2. Elevate our Community Prosperity: The Rezoning also furthers this policy goal, which focuses on ensuring that the basic daily needs of citizens are addressed, including economic development. With the businesses and amenities that will be possible with the Rezoning, it will contribute to a strengthened economy through business recruitment, providing services that will be enjoyed by the surrounding area, and offering employment opportunities for residents.

   The Property is approximately one mile away from the Infill Area Overlay District. *Plan, Volume II*, p. 46. The Rezoning would allow for a project that could provide gainful employment to a number of people near an area that has been identified as lacking in employment opportunities. The Property is near the Apodaca (QOZ) District within the Infill Area Overlay District, which were meant to create a more favorable jobs-housing balance, but have not generated a substantial increase in commercial development activity in the center of the City. *Plan, Volume II*, p. 45, 46. The Rezoning will encourage redevelopment and reinvestment one mile away from the overlay district that the City is seeking to promote.

Elevate our Community Livability: The Plan discusses the fact that a "community's prosperity is greatly dependent on access to services and amenities that enhance resident comfort and enjoyment, which contribute to the overall quality of life." *Plan*, *Volume I*, p. 176. As discussed above, the Rezoning will provide services and amenities to the residents in the nearby surrounding neighborhoods, while at the same time making good use of an underutilized property. The Rezoning will also create infill development, an aspect of creating safe, clean and vibrant neighborhoods. *Plan, Volume I*, p. 177, 181.

Compliance with the Purpose and Intent of the Code

The purpose of the Code is to implement the Plan and its elements, especially the land use element.
Code, §38-2. The intent of the 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." *Id*. As discussed above, the Rezoning is consistent with the Plan and furthers its land use objectives. Not only will the Rezoning bring the Property into compliance
with current standards, it will permit a more beneficial and appropriate use of the Property and allow for development that will bring desirable services and amenities to the surrounding neighborhoods, while at the same time repurposing an underutilized lot that already has access to utilities and main roadways.

ATTACHMENT 5
Department Review Comments

Department: Planning

Status: YES

Department: Right Of Way

Status: YES

Department: Long Range Planning

Status: YES

Department: Traffic Engineering

Status: YES

Department: Engineering

Status: YES

Department: Utility Engineering

STATUS: YES

Department: Fire

Status: YES

Department: City MPO

Status: YES

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
February 27, 2023 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
James Bennett, Secretary
Joaquin Acosta, Member
Connor Murray, Member
Vanessa Porter, Member

BOARD MEMBERS ABSENT:

STAFF PRESENT:

Larry Nichols, Director Community Development Department
Vincent Banegas, Interim Planner
John Castillo, Planner
Brad Douglas, City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:00)

Kaiser: All right. Good evening. It is 6:01. So I'm going to go ahead and call this meeting to order. It is the February 27th City of Las Cruces Planning and Zoning Commission meeting. Thank you all for coming out here tonight.

2. APPROVAL OF MINUTES – January 23, 2024

Kaiser: Before we get into the meat of our packed agenda tonight, do we have any conflicts of - or excuse me. Are there any comments on the previous meetings minutes from January? No comments. All right, looking for motion to approve.

Bennett: I make a motion to approve the previous meetings.

Murray: I'll second it.

Baum: Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

3. CONFLICT OF INTEREST

Kaiser: All righty, Any conflicts of interest tonight from the Commission? All right, seeing none.

4. ACCEPTANCE OF THE AGENDA

Kaiser: We will go ahead and move into the acceptance of the agenda. But before we do, we have many items on our consent agenda this evening. If you see the slides up on the TVs behind me, you can see we have five items. So I'm going to go through this list. And if I can get a show of hands, anybody who wishes to hear a presentation on those items, please raise your hand so we can pull it from the consent agenda. If we don't pull it, then we're going to go ahead and move into approving the consent agenda. That will be the last that we hear on that item tonight. So is there anybody who wishes to hear a presentation on item 6.1? All right. So we'll go ahead and pull item 6.1. Is there anybody who wishes to hear a presentation on item 6.2? Seeing none. 6.3? I see two hands so we'll pull 6.3. 6.4? Seeing none. 6.5? I see two hands. We'll pill item 6.5 as well. All right, so that leaves items 6.2 and 6.4 on the consent agenda. So with those changes can I get a motion to approve tonight's agenda?

Bennett: I make a motion of tonight's agenda.

Smith: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

5. PUBLIC PARTICIPATION

Kaiser: All right. Now we will move into public participation. Is there anybody in the audience tonight who wishes to speak on an item that is not on tonight's agenda? I see one hand that's up. That's not on tonight's agenda. Is that correct? Okay. If you'll please come forward, I'll give you three minutes to speak.

SPEAKING, NOT AT THE MICROPHONE

Kaiser: So we're going to address that item later this evening, so thank you. Okay, seeing no other raised hands, we'll go ahead and close public participation for the minute.

7. NEW BUSINESS

Kaiser: All right, moving on to, I've lost my agenda, item 6.3. Staff, I'll turn it over to you.

Castillo: Good evening Commission. Today we have a property located at 1900 Bataan Memorial East. They are seeking a zone change. The current conditions of the property is it's located on the south side of the Bataan Memorial East and west side of Del Rey Boulevard. It currently encompasses 9.37 plus acres. It's zoned C-2 which is our commercial medium intensity. It's a vacant commercial building. It's been vacant since 2017.

Here's a zoning map of the property. Here's an aerial image of the property. Here's a proposed site plan for the property. So the proposal is to rezone from the C-2 to a C-3. This brings the property into compliance with the 2001 Zoning Code as amended, as the C-2 zoning designation only allows for a maximum of one acre. It will also allow the redevelopment of the property for a multitenant retail project. The analysis based on this was there was no health, safety, or welfare issues identified by staff. The zone change will allow the redevelopment of a vacant commercial building/ property. And the property is accessed via a minor and principal arterial roadways where C-3 zoning designations are encouraged.

At the time of this presentation staff had received no input from the public. Notice was sent to all surrounding properties within 500 feet as well. Today staff recommends approval for the zone change to C-3 to bring the property into compliance with the 2001 Zoning Code. The subject property is located along two major arterial roadways where high intensity commercial uses and zoning, such as the proposed designation are encouraged. The proposed zone change will help ensure the subject property remains sensitive to the character of the existing neighborhood. Based on staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces, adjacent uses in zoning districts. It meets the intent and purpose of Section 38-2 and also fulfills the purpose of the Las Cruces Municipal Code Section 2-382. Today your options are to vote "yes" to approve, vote "no" to deny, vote "yes" with conditions, or vote to table.

Kaiser: Thank you. Any questions or comments from the Commission? All right, hearing none. Any members of the public that wish to speak on this item, please raise your hand. I see one gentleman please come forward.

Hernandez: How you doing?

Kaiser: Good. Please state your name for the record.

Hernandez: Dr. Edward Hernandez.

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

Hernandez: Yes.

Kaiser: Go ahead.

Hernandez: My only concern is I'm very happy that that building is going to finally be occupied. You know it's been vacant for a number, for a long time. We have a lot of homeless now, it's getting worse in that area as well. I'm getting break ins in my office building. I have had at least two in the last four or five months. So that's a concern of mine. But the biggest concern I have is the intersection of Center Court Drive which is directly across from the Allen Telshor theater's entrance. Their main entrance to their parking lot, which is going to be just south of where this building is. So basically directly across the street. My office building is on Telshor, 2810 North Telshor. And you know, I'm a ophthalmologists. I'm an eye surgeon. So most of my patients are 60, 70, 80 years, 90 years old. Their reaction time is down. Their vision sometimes is impaired. And that intersection is pretty hazardous. I've cut down all my bushes as far as they can go. I've increased the visibility southward as much as I can, you know well over 100 feet, but when people are coming up from Sam's Club up that hill you know they're doing 50 miles an hour and they're on them so quickly that we've had a number of accidents on that intersection. So my concern is with the increased traffic in that area, what's going to happen to, and there's a geriatric practice right next door to mine, Dr. Duran's. So I know most of the traffic will probably occur after we're closed, but not all of it. So that's my only concern is traffic.

Kaiser: Thank you. All right, anybody else wishes to speak on this item? All right, seeing none. We'll come back to the Commission. Staff, I don't know if you have a response to that or not.

Castillo: Mr. Chair, Commission. Yes, I do have a response. At this time, it is strictly just bringing the property into conformance with zoning. At the time of development, once we've gone through the zone change process, we'll look at land uses on the property and then develop the necessary either trip generated models or if necessary what we call a trip traffic impact analysis, but some type of traffic study will be done at that point.

Kaiser: Thank you. All right. Any other questions from the Commission? All right, seeing nobody. Looking for a motion to approve

Bennett: I make a motion to approve 6.3.

Smith: I second.

Baum: Board Member Acosta.

Acosta: Yes, based on staff recommendation.

Baum: Board Member Smith.

Smith: Yes, based on staff recommendation and the goals of Elevate Las Cruces.

Baum: Board Member Porter.

Porter: Yes, based on staff recommendations.

Baum: Board Member Murray.

Murray: Yes, based on bringing it up to the standard codes and staff recommendation.

Baum: Board Member Bennett.

Bennett: Yes, based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: Yes based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.