CITY COUNCIL
AGENDA

Tuesday, February 20, 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.

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1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor Graham.

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

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 February 5, 2024 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of January 16, 2024. 4 - 22
City Council - Jan 16 2024 - Minutes - Pdf

6.2. Work Session of January 22, 2024. 23 - 28

Work Session - Jan 22 2024 - Minutes - Pdf

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

7.1. RESOLUTION NO. 24-083: 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. 29 - 252

Resolution 24-083 - Pdf

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

8.1. RESOLUTION NO. 24-084: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $3,000,000.00 FOR GROUND AMBULANCE SERVICES TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC DBA AMERICAN MEDICAL RESPONSE (AMR), OF LAS CRUCES, NEW MEXICO FOR AN INITIAL PERIOD OF FIVE (5) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO RENEWALS AND APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT NO. 22-23-021). 253 - 306

Resolution No. 24-084 - Pdf

8.2. RESOLUTION NO. 24-085: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET TO ADJUST THE BONDS DESIGNATED AS STATE SHARED GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2023A (SSGRT BONDS) AND AMEND THE FY2024 VEHICLE AQUISITION FUND. 307 - 315

Resolution No. 24-085 - 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. 24-021; ORDINANCE NO. 3063: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-3 (HIGH-DENSITY RESIDENTIAL FROM THE SOUTH MESQUITE OVERLAY) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT FROM THE SOUTH MESQUITE OVERLAY). THE SUBJECT PROPERTY ENCOMPASSES 0.233 ± ACRES AND IS LOCATED AT 541 CAMPO STREET. THE ZONE CHANGE IS TO ALLOW FOR THE FUTURE DEVELOPMENT OF A COMMERICAL BUSINESS ON THE SUBJECT PROPERTY. 316 - 453

Ordinance No. 3063 - Pdf

10.2. COUNCIL BILL NO. 24-022; ORDINANCE NO. 3064: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($15,300,000), 454 - 465

EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN TWELVE MILLION TWO HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS ($12,280,949), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE MILLION NINETEEN THOUSAND FIFTY-ONE DOLLARS ($3,019,051), FOR THE PURPOSE OF FINANCING THE COSTS OF A NEW WELL, ASSOCIATED IMPROVEMENTS OF THE WELL INCLUDING CONNECTING TO THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT, AND REHABILITATION OF WATER STORAGE TANKS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Ordinance No. 3064 - Pdf

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Tuesday, January 16, 2024 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Mayor Eric Enriquez

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR MCCLURE.

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

Mayor Pro Tem Bencomo read a statement regarding the GFOA Award and recognized the Finance Team.

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

Geri Wheelis, Member of the Public said I am with Animal Advocates for Change. As

you will recall last October AAFC at the request of Mayor Miyagishima called a very long Work Session to discuss implementation of a new animal ordinance prepared by AAFC. The document was prepared, and it had been reviewed and had been supported by multiple parties such as ASCMV and animal rescue groups. At the conclusion of the meeting AAFC and Animal Control were directed by Mayor Miyagishima and council to meet and collaborate with Animal Control on language for a new ordinance that was acceptable to both and then present the document at a further Work Session not to exceed 60 days from that day. We were encouraged by this directive for we had already met with Animal Control and had already agreed on a number of new provisions. However, Animal Control presented us with an entirely different document prepared by them based wholly on the old ordinance which incorporated only a couple of changes and fixed none of the structural and contextual changes needed. Further, Animal Control had asked Legal to review our document but we were not allowed to see those comments and we were told they were based on confidentiality and work product issues. However, we proceeded with the meeting in good faith and discussed their draft and left with the understanding that we provide them with our thoughts and comments via email and we would then meet again to discuss and come up with a collaborative document. We then sent Animal Control a compromised document based on our draft which incorporated language from the Animal Control draft and omitted or revised language that Animal Control had said was unenforceable and here we arrive at the problem. We received back an email letter from Lieutenant Wiitala stating that they would no longer proceed with any collaboration and thanked us for our efforts without further explanation. Obviously, we were shocked and quite dismayed and that is why I come before you today to request that you please direct Animal Control to come back to the table, meet with us, and finish what we started and comply with what they were directed to do by council and our former Mayor. It also bears repeating that this community is disgracefully behind the times regarding animal welfare and based on previous discussions either Kathe or I have had with every single one of you, you all claim to care about animal welfare but it is now time to prove it. Actions do speak louder than words.

Diane Starbuck Ribaudo, Member of the Public said I am a member of Animal Advocates for Change. While most people would consider animal welfare ordinance that is based on research best practices a moral and ethical thing to enact there can be positive financial considerations also. With a phased in required spay and neuter ordinance eventually there will be less strays, less abandoned animals, less volume at the animal center therefore less financial strain on Animal Control and animal shelter and the local rescues. Chained dogs have been shown to be more aggressive with a no tether ordinance there will be savings in cost of traffic accidents caused by stray dogs and savings in the treatment of diseases caused by stray dogs, there will be less dog attacks on humans, and we have seen the horrific aftermath of children being mauled or killed and last year a woman lost her hand due to a dog attack. The city is having trouble attracting veterinarians to this area. A better animal welfare ordinance will attract more veterinarians once they see we value our companion animals. There is also a correlation with animal abuse and domestic abuse. Animal abuse can preclude and forewarn of domestic abuse so intervention can occur before tragedy. Why is enacting an ordinance based on national best practices so difficult? Albuquerque did this in 2002. Do you all need to have a representative from Albuquerque’s ordinance come down and explain to you how they did it? Animal

Advocates for Change has been trying to do this for years. Years we have been coming up here and explaining this and we are not going to go away. If you don't do the right thing we are still going to be here. Also there has been a couple of comments about people who get up here to speak and we say our peace and then we leave and when you do your public comments, we don't hear them what you say. I watch on YouTube if I am not here I watch on YouTube. I have seen every single session and half of the Work Sessions at least and I quickly look through all of the sessions and there is about 200 to 300 people who watch those sessions so that is like 200 people sitting in here just so that you can keep that in mind.

Yoli Diaz, Member of the Public said I will repeat myself for the ears of our new leadership. I am not here to disrespect, arm wrestle, or mud sling. I am here to continue the advocacy I began in October 2021, when I met with leaders with the crisis and a solution regarding access to needed health care in Dona Ana County with the focus on Memorial Medical Center. City of Las Cruces and Dona Ana County's lessee with City of Las Cruces owning the real property of land. I cannot sugar coat the crisis. I would like to repeat, did you know that if you are a Dona Ana County resident without health insurance coverage diagnosed with cancer that you will be denied an appointment and ultimately denied lifesaving cancer treatment at Memorial Medical Cancer Center? I know that those in leadership since October 2021, know because I alerted our City Council, City Manager, Commissioners, County Manager, Director of Health and Human Services, Representatives, Senators, and many more and I have said that the access to health care crisis is not just about cancer treatment. The history of the lease of Memorial Medical Center is crucial, Section 6.5 Indigent Care continuation of services begins by stating, "lessee agrees to institute and maintain during the term or any extended term policies for the treatment of indigent patients, those unable to pay the full cost of health care services rendered to them. When taken as a whole are no less favorable to the residents to the city and county than those presently maintained by MMCI". The lease continues regarding current written policies of indigent care. The police states that the cancer center will be included in the whole of MMC. The same expanded services guidelines will apply as apply to the hospital. The lease continues sections regarding annual review operating board notice, efforts to remedy, and more. I have witnessed premature deaths because Dona Ana County residents did not receive the health care they needed when they needed it. I have met American children who were left orphaned because their parent did not receive the care they needed when they needed it. When a hospital denies and delays health care services it is harming its residents it is supposed to serve, creating emanate danger to life and safety. I believe that all parties of the lease have failed, failed in compliance, failed in oversight, failed in accountability, failed in enforcement, and I believe there needs to be an investigation and corrective action taken. Mayor, I believe he has inherited this crisis and his attention to resolve is also critical.

Neil Gadell, Member of the Public said I recorded this last month in front of Highland Elementary just before 10 o'clock in the evening. As you can see this light is extremely bright. This is the sign that is in front of the elementary school. It is blinding that is why I titled this video Blinded by the Light. The reason I am bringing this to your notice today is to essentially put you on notice. I spoke with Codes Officer back last month. I was told by your officers that because the building permit for the school was

issued by the state, they are probably not subject to city municipal codes on the sign illumination limits that we have. So, in other words this is a case of we make the rules you have to follow them, do as I say not as I do. So, I just want to make everybody here, the city, the school district and the state if that they be that I am aware of this so that if there is an accident or injury they are on notice for purposes of liability.

Mayor Pro Tem Bencomo asked have you taken this to the school board? As you know the City of Las Cruces does not oversee or have authority over the school system.

Neil Gadell said I was under impression that was a city light that is why I spoke to the Codes Officer.

William Gillman, Member of the Public said I was going to make some specific comments about the cost of roads, the cost of new developments out in Sonoma Ranch and elsewhere and not investing in existing parts of the city but I do feel like I need to make some comments on recent events at the national border. For those who have not heard the Texas National Guard has ceased a migrant processing facility and prevented Border Patrol Agents from intervening when a mother and her children were struggling in a river and as a result of inaction they drowned. There is not much Las Cruces can do about this and that situation is a complex multi layered problem and challenge much like many of the challenges we face in this city, and I feel that the way that we face those challenges defines our character and our values. I think the actions of the State of Texas represent a failure in imagination, a failure of leadership, a failure of policy, a failure of common sense, and common decency. This is a nation of immigrants. People have always left their places of origin to escape war, to escape oppressive regimes, famines, and other catastrophes and I don't see how this situation is really any different. People are catastrophizing that we are going to be overrun but this recent wave of arrival is not even 1% of our population. With the Labor Department forecasting shortages in the workforce in key industries this is a huge opportunity for the nation and likewise the problem that Las Cruces is facing is also an opportunity. How do we make a community that is safe for everybody can thrive from West Picacho to Sonoma Ranch and the way that we face these challenges defines our character and I believe that we can do it in a way that lives up to the aspiration of the Constitution, that all people are created equal and endowed with life, liberty, and the pursuit of happiness.

Jorge Aguirre, Member of the Public said I am a Las Cruces resident and a small business owner, an employer. The most pressing problems in Las Cruces are consequences of international forces outside of our influence let alone our control. Issues like mass migration, inequality, homelessness, and climate change are not unique to our city but impact our neighbors. Great challenges can be great opportunities. There is no evidence to suggest that even a large wave of migrants will have a negative effect on the local economy. We have seen this before. Between April to September of 1980, 125,000 Cuban nationals, mostly with no education arrived in Miami after Fidel Castro authorized them to leave in a speech. The Miami labor force increased 7% almost overnight in what was known as the Marial Boatlift. There was great concern that they would displace the locals. This was the perfect

opportunity to research the effects of large waves of migration suddenly arriving in a random city and it turns out there were no negative effects. The wages of the established residents put the economy at large of the city. This is because employment and immigration are too complex to be subject to simple supply and demand rules. People who get jobs also have needs and they spend their earning in the city boosting demand for products and services offered by locals that fuel the middle class. There was no negative effect on the established locals but then they compared the wages of Cuban immigrants to those who had arrived prior to the boatlift and found the same result. Their wage growth was not negatively impacted. I want to talk about the other end of the spectrum. Our economy use to reward professionals who moved to big cities with higher salaries but the cost of living has turned our labor markets upside down and now high skilled professionals are being priced out of the most productive states in the nation and they are looking for places to live with high quality of life at a lower cost. In order to lure high income professionals to stay here because they are coming but they may not stay. We have to legalize walkable communities and make robust investments in our public transportation infrastructure and of course we need to legalize housing. We can start with the easy part and remove minimum parking and building setback requirements of waste land that could be used for housing often to have an empty parking lot or a gravel and rock landscape that even isn't useful to lizards. Making it unusable for humans or animals.

Stan Engle, Member of the Public said I would like to congratulate my Councilor Johana Bencomo for being elected Mayor Pro Tem and of course winning her reelection. She was very helpful during the pandemic when we were trying to do some traffic calming on South Melendres and we were able to do that. I still feel like more can be done because now that the temporary traffic calming is there a lot of selfish speedy drivers treat it as a slalom. Thankfully though when there is a more responsible driver in the slalom part of the area they slow down so we can still do more like stop signs, sidewalks to encourage walking because I feel like as a whole our transportation infrastructure is actively hostile towards life. I am a father, lots of people are parents and my child goes to Central Elementary. I have to cross Amador to get them there by bike and I do take them by bike and every single time he approaches that intersection I worry that he will be run over, slaughtered, whatever by an obscenely large vehicle. Our infrastructure allows for very large vehicles to go too fast, doesn't give walkers enough room on the sidewalks, and it does not take into account cyclists. Yes, we have a little bit of a stripe on a road but is that enough? Is that enough for drivers who are utterly irresponsible with a phone in their hand? Is that enough to protect the most vulnerable road users? I think I would like to challenge this body to try to stand on some intersections and watch how big the cars are. How many people are on their cell phone? How many red lights are run? I would then hope that you all would realize that we need to redesign our infrastructure so that life can exist so that our kids can be once again independent in their own neighborhoods, and I would hope that you would take that seriously.

Juan Garcia, Member of the Public said 2023 was a good election year for this community. New faces on the dais will hopefully bring in some badly needed change particularly in public safety. In 2020, the Governor went after small businesses destroying hundreds perhaps thousands during the New Mexico Tyrannical Lockdown

she imposed. In 2024 along with Senator Heinrich she is going after law abiding gun owners with a frontal attack executed by her public servants, progressive representatives, and senators who blindly and in lock step obey her orders. The Governor is competing with Governor Newsom to gain national prominence by disarming lawful gun owners in New Mexico as she seeks to climb the political national ladder. Disarm New Mexico lawful gun owners or risk becoming felons if they refuse to surrender their lawfully procured defensive arms. “In 2022, the administrative office of the courts of UNM presented the following, across four judicial districts, including the third district one out of four released defendants didn’t show up in court. On average 13 released defendants per week were charged with a new crime and while under supervision 5 released defendants per week were charged with new crimes while awaiting trial” and I could go on. Instead of the Governor taking responsibility for the revolving door of justice she helped create she is hoping to become the national darling of the progressive movement. Editorial Albuquerque Journal, Governor, “in Farmington three women were brutally slaughtered by an automatic weapon designed for warfare” and follow AR-15 are not automatic weapons but she creates her own facts. The Governor throws her own terms like “weapons of mass destruction”. The last time we talked about weapons of mass destruction was during the Iraqi War. Those were nuclear weapons and other powerful weapons, but she doesn’t care. Yet when she talks about the slaughterhouses better known as abortion clinics where thousands of the most innocent die a horrendous and underserving death every year she calls them health centers. Her hypocrisy is matched only by the damage she is doing to this state. Las Cruces citizens like Patricia from the Little Shop on Main who has been terrorized by criminals for the last couple of years may soon be left with no lawful means of protection. I hope we get support from the council in stopping this power grab and come election time let’s get rid of the politicos that have done nothing to stop crime and are hell bent on turning law abiding citizens into felons.

Beth Bousquet, Member of the Public said on October 7th Hamas Islamic terrorist the elected governing body for Palestinians invaded the sovereign country of Israel. Their goal was to murder, rape, humiliate, kidnap, and destroy anything Jewish. To see the videos and read eyewitness accounts of what took place that day is a life event for any person especially a Jew or a Christian. Almost ten years earlier in 2014, another Islamic terrorist group Boko Haram abducted 270 teenage girls, taking them to remote hide outs deep into Northern Nigeria submitting them to sexual slavery. The world outcry from feminists about the Nigerian abduction was swift and notable including Michelle Obama, Oprah, Angelina Jolie, and others. Obama’s plea was bring back our girls. President Obama even detached Special Forces in an attempt to find them but now feminists in the west are silent over what is happening to Jewish woman and girls being held captive in Gaza. Why am I presenting this international topic to a local audience? Because I became aware and read the ceasefire letter from local progress.org which was signed by a member of this council. In her words she is proud to join her colleagues in doing so. I believe that the council woman does not speak for a great portion of Las Crucens who know history and recognize the legitimacy of the State of Israel and the ancient presence of Jews in the Middle East. It has been 100 days since the men, women, and children of Israel were abducted and taken into the Gazan underground dungeons enduring and maybe not even surviving indescribable treatment. We do not hear bring back our girls from anyone other than the families

that are waiting. To ask for a ceasefire does nothing more than evolve in Hamas, terrorist, and continue the agony of those held captive and displaced whether Israeli or Palestinian. A more principal letter would demand the return of all hostages immediately instead of burying flaccid words deep inside a letter as an afterthought. I would suggest when signing a politically charged document as an elected leader representing Las Crucens the council woman thoroughly understands the allegiance to which she is aligning and precede with more discernment, bring them home.

Henry Young, Member of the Public said I am the Director of the Las Cruces Gospel Rescue Mission. Today I have a request for help on a safety issue. For the safety of all Medicaid recipients who need a ride back to a home or shelter when they are released from a hospital usually in the ER after dark. I am asking for that help. The mission has run into this problem several times since the middle of the December. I have been told by ER charge nurses and case workers that they have vouchers for the ride but the taxi driver refuses to take anyone back to a shelter after dark and they are citing safety reasons from people who are antagonistic on the way back. I do not know whether that is true or false. We would like to set up a meeting with all three hospitals, the City, and those who provide shelter for the homeless. I am sure that something can be worked out for the benefit of all who are concerned. Please contact me or allow me to set up this meeting in the appropriate location for a resolution to this problem.

Rick Reynaud, Member of the Public said Councilor Flores is my resident Councilor and my small business is located on Missouri and Solano in Councilor Graham's district across the street from the beleaguered Family Dollar which is in Councilor Mattiace's district. I want to thank you Councilors, especially Councilor Corran for shepherding that thoughtful decision last month for Tracy Stevenson, it was the awning issue. Thank you for that. I want to talk about the minimum wage. It went up again. I think you should just scrap the Las Cruces Minimum Wage Ordinance. It went up to $12 and the tip wage is $3 in the rest of the state. This $5 an hour tip wage in Las Cruces is $4.58 now is killing restaurants and small businesses. My daughter works for a restaurant and if there a two or three hour break, it's kind of slow she gets sent home. Marci Dickerson was here a few years ago asking for you guys to let up on the tip wage just for one year so as a gesture to local business consider getting rid of the Las Cruces Minimum Wage Ordinance completely because the state ordinance is taking over. It is $12 and $3 tipped.

Richard Barela, Member of the Public said on or about December 11th at this City Council Meeting I presented a declaration that I left behind. I am going to get it. I would respectfully request that the City Council place this in the city archives.

Mayor Pro Tem Bencomo said thank you and I will ask that you leave that with the City Clerk and she will review it and ultimately make that decision.

Richard Barela said also I mailed in proof of fraud to not only the Police Chief but the City Council. I have heard nothing back on it. I would like to know what happened with that document that I mailed in, evidence of fraud.

Mayor Pro Tem Bencomo said this would not be the time to discuss that but if you want to resend that, I don't know what you speak of currently.

Richard Barela asked you at City Council never received the letter from me?

Mayor Pro Tem Bencomo said I really don't recall Sir so if you want to leave your information with the City Clerk, I will make sure to reach back out to you and get that document.

Jeffrey Field, Member of the Public said I am a Jew. Before I begin, I apologize for the email I sent to City Council last Thursday. I was wrong. I have been posting over mounting frustration over worsening events regarding the Israel/Gaza conflict. Still, I was out of line and I apologize to each of you. Somehow this madness must cease. We must stop now. I speak as a child of God and brother to the suffering poor of Vietnam. I speak for those whose land is being laid waste, whose homes are being destroyed, whose culture is being subverted. That is from the speech of Dr. King delivered April 4, 1967, to the Riverside Church in New York City and I think it applies today to Gaza. Las Cruces it is time to break silence. There is a new acronym floating around the internet, WCNSF, wounded child, no surviving family. From last week's NPR report on conditions in Gaza there is this quote, "children as young as five are contemplating suicide". This issue, the ever widening war in the Middle East while geographically distant resonates deeply within our community, touching the lives of many who call Las Cruces home. It is not just an international concern it is a local one affecting our neighbors, friends, and perhaps even family members. In passing a resolution urging a unilateral ceasefire in the Israel/Gaza conflict we demonstrate our commitment to peace and human rights, values that define us a community. I understand that navigating international issues at a local level can be challenging however I believe that is not only our right but our duty to do so. The decisions we make in this chamber should reflect the conscience of our community, unswayed by any unseen influences and so I appeal to your sense of justice, humanity, and leadership. Let us join the ranks of those towns and cities across America who have dared to take a stand on the world's stage. Let our actions resonate with that moral courage as a way forward on the path to peace. As a side note as of January 10th, 15 cities across the United States have passed resolutions asking for a ceasefire.

Steve Phillips, Member of the Public said I am a retired Army Officer and a reformed attorney. I am requesting your help for a number of our senior citizens and admittedly it is not nearly as serious as so many of the predecessors this morning or this afternoon. We range from age 60's to 90's and were regular users of the current channel at the regional aquatic center. The current channel is where the user walks with or against the current rapidly moving water for exercise. Many of us were sent there by our doctors for low impact cardio and others were sent there for rehab. For others it is simply fun. The problem is that the channel has now been closed for repairs for about four months. Shutdowns also occurred earlier at other times. We are only requesting that you check, ask the Inspector General's Office to look into the problem to determine what the problem is to avoid future extensive closings.

Isla McCoy, Member of the Public said I am also a senior citizen. We have been using

the Aquatic Center as well for the same reasons that have been previously stated and we have also been applauded by our doctors that we are doing the right thing. We go three times a week but since the Aquatic Center has been closed, they have advised that we could go to the new natatorium which we have been doing and that is wonderful for those of us who are able to stand the colder water. The Aquatic Center's water is specifically designed to accommodate senior citizens who cannot take cold water as easily as you folks can. We who can are using the other one and by the way it is a delightful facility, and we thank you for that but we would like to get back to the Aquatic Center where it is more appropriate for our age and I thank you for listening.

Pamela Smith, Member of the Public said I am with the aquatic group. The other very large issue is communication. This center has been shut down almost four months and none of the staff seems to know anything. They have been asked numerous times. People that are coming are very frustrated because there is no information forthcoming. So, we would like some kind of a communication as to what the problem is. There has been rumors and all kinds of things, but we need to get to the bottom of to what has happened and just be honest so that everybody knows what to expect of when it's going to open and why and so forth.

4. ACCEPTANCE OF AGENDA

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to accept the agenda as presented with the movement of item 7.3 before item 7.1.

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF DECEMBER 18, 2023.

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

6.1 RESOLUTION NO. 24-073: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF THE CONTRACTS FOR SECURITY GUARD SERVICES WITH IMPERIUM RISK, INC., AND SECURITY CONCEPTS, INC., TO A COMBINED TOTAL NOT TO EXCEED $2,500,000 PLUS NEW MEXICO GROSS RECEIPTS TAX ANNUALLY (PROCUREMENT NO. 19-20-048).

6.2 RESOLUTION NO. 24-074: A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAS CRUCES (CITY) TO ACCEPT SECOND QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023-2024 BUDGET, AND THE FY2024 CAPITAL IMPROVEMENT PLAN (CIP).

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

7.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 24-075: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF LOCATION FOR LIQUOR LICENSE NO. 2647 WITH ON-PREMISE CONSUMPTION ONLY TO CANDACE MARIE BACA, PERSONAL REP OF CANDIDO BACA ESTATE, D/B/A CANDACE MARIE BACA, PERSONAL REP OF CANDIDO BACA ESTATE LOCATED AT 118 NORTH MESQUITE STREET, BUILDING 1, LAS CRUCES, NM 88001.

Public hearing began at 2:28 p.m. There was no one for or against. Public hearing ended at 2:29 p.m.

Sara Gonzales, Senior Urban Planner gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Resolution No. 24-075.

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

7.2 RESOLUTION NO. 24-076: A RESOLUTION UPDATING THE WAGE BASELINE REQUIREMENT OF THE ECONOMIC DEVELOPMENT DEPARTMENT WAGEPLUS PROGRAM.

Chris Faivre, Deputy Director Economic Development gave the overhead presentation.

Councilor McClure asked is there a cap for the amount of employees that you can add?

Chris Faivre said yes, 100 per employer.

Mayor Pro Tem Bencomo asked do you have participating businesses already?

Chris Faivre said yes, Electronic Caregiver currently is participating in that program.

Mayor Pro Tem Bencomo asked is that about it?

Chris Faivre said yes.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 24-076.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham

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

7.3 RESOLUTION NO. 24-077: A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2023.

Josh Saffell, Accounting Supervisor introduced the topic.

Chris Garner from Brown & Hill gave the overhead presentation.

Councilor Flores asked are we in peril vis-a-vis PERA?

Chris Garner said the short answer is no. There are plenty of assets to be distributed over the next several years. It is just if you forecast over the long term based upon actuarial studies that are done which has a lot of guesses in it its underfunded but last I checked it was about 85% funded. To be honest with you it is very good compared to most states but that 15% underfunded amount meaning you don't have enough assets to pay out projections of people retiring so if PERA were to close its doors today there wouldn't be enough assets to pay off everybody. What's going to happen over time and it is already happening over the last three or four years is they are going to require you to pay more contributions and they have also required more time to be invested before you get fully funded or before you get the high funded amounts. So, they are changing the policies at the state level to try and come up with some resolution to this, but its many many years of contributions not being enough and it got started off on the wrong foot and so it's going to take some time but no there is no peril. I would say they have plenty of assets to pay over the next several years and there won't be any issues.

Councilor Flores asked is there a regulatory agency that oversees PERA and its operating principles?

Chris Garner said PERA and retiree healthcare both have their separate boards which govern over those separate state agencies, and they do get their own separate audit for each particular organization, and they also have that actuarial report that is done so that we can rely upon the numbers and record those transactions that we have to. So, they get a couple audits actually done to give us the information and they go through their regular audit process. But they do have a board that oversees their operations.

Councilor Flores asked if they were to increase contributions, we are talking about the people who are contributing right, the employees of the municipalities or the government agencies would that bring them up to par or is that what would happen?

Chris Garner said that is probably a portion of it. There is just a lot of different components that that could go into trying to get them fully funded. If you reduce the cost of living raises that are giving to retirees that could be a portion of it, increasing

fees, making people work a little bit longer to get vested then what they currently are. There is really a whole gamut of things that could potentially could go into funding and getting this 100% funded but again we are better off than a lot of other states at being 85% funded it's just big numbers when you are looking at them.

Councilor Flores asked as far as the COLA, it seems like it's the state versus the state there? COLA is regulated or imposed by the federal government or state?

Chris Garner said in this case it is part of the state. It is part of the PERA so they can adjust that to be a percentage of it or maybe they are now making people wait a few years before they get their first COLA. So, there is a lot of different options even with that portion of it.

Councilor Corran said there are enterprise funds that are primarily Utilities that are making their own money. There are also things governed by JPAs and I just wanted to highlight that we have three of these, South Central Solid Waste, MVRDA, and the Animal Services Center, correct? And all of those were included in this audit, they may have separate auditing processes, but they also have to rise up to the city's financial audit processes, correct?

Chris Garner said correct.

Councilor Corran said the follow up to that is sort of a question if in the future I believe that the MPO is going to become a slightly separate organization I think it will shift from being in the city's big audit to becoming one of those adding to those three and making it four total side audits. JPAs we call them, powers agreements where they are governed slightly differently and I guess I am sort of asking you and also wondering how that will work going forward? I think that transition is going to happen this year.

Josie Trevino, interim Deputy Director Finance said for MPO it's a grant. It would be included in the City of Las Cruces audit. For example, we have HIDTA is a grant, and it gets included in the city's audit as well so MPO would not have a separate, it would be included in the city's audit.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 24-077.

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

7.4 <u>COUNCIL BILL NO. 24-016; ORDINANCE NO. 3058</u>: AN ORDINANCE APPROVING A ZONE CHANGE FROM M-1/M-2 (INDUSTRIAL STANDARD) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 8.25 + ACRES AND LOCATED AT 4201 DEL REY

BOULEVARD. SUBMITTED BY NEW REPUBLIC DESIGN CO., REPRESENTATIVE. (23ZO0500140).

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Corran said I just wanted to say something related to zoning generally that I think is important for folks to understand that I have to often explain to constituents that I didn't completely understand I think when I got on city council but when we vote to change a zoning to commercial and in this case from industrial to commercial and I understand the use, the proposed use of the property owner is not required, right? This is changing the zoning only. If the folks decide to do something else they are permitted within those zoning change, correct?

Adam Ochoa said that is correct. They are allowed to utilize the property for whatever uses as permitted by the C-3 zoning designation.

Councilor Corran said I think that is important because a lot of folks think that this is like business specific or specific to the type of development that is going to go into a place but the zoning really is allowing all types uses that go into C-3 which are outlined in the our Municipal Code and I have had to in a few cases had folks have said why is this RV storage site going up and I have went back and found where City Council agreed to make something C-3 zoning and that is allowed in C-3 zoning. So I just want to clarify what changing zoning in this case means and while we are all compelled by the idea of something looking different the property owners ultimately have the authority to develop it into whatever the ways is consistent with C-3 zoning and so I just want to sort of want to remind folks that it is sort of blind to the or not inclusive to the type of thing that is being developed there that is part of our zoning conversation and for me that is important and also important for folks to know and when I explain that to folks they are like oh, that was fifteen years ago and City Council did that and I am mad at them now and so I talk to them in that case.

Councilor Flores asked if it goes to commercial a school can be built there? Have there been any communications between LCPS and the city regarding the addition of a school or why is a school specifically mentioned when under this code other businesses or other entities can go up?

Adam Ochoa said yes, they are basically on the final stages of finalizing for the redevelopment of this property for the purpose of a school. That is the reason for the zoning change. Otherwise, they would have kept it as is and all industrial uses and several commercial uses can be utilized on the property as it exists now. The one that is not permitted is the school. Any schools between kinder to twelfth grade are not permitted in an industrial zoning designation. That is why they specifically requested this zone change to go commercial to allow for that additional use on the property.

Councilor Flores said my concern is speed limits. Speed limits have been a big problem on Roadrunner Parkway, on Sonoma Ranch Boulevard where we have schools. I know that Del Rey, that strip right there just north of Bataan West it's really like a speed way and the reason I know is because I have probably been one of the speeders. Definitively or not, there will be a school there or is it just speculative at this

point?

Adam Ochoa said as of now the applicant specifically have plans ready to go for a school to be redeveloped on the property.

Councilor Flores asked if a school is built there, we will probably have more stringent speed limits set up?

Adam Ochoa said when those plans come in for development because they do need to do some work on the property and the building to bring it up to par for a school our traffic engineering section will take a look and our Public Works will look at it as well to potentially ask for some type of traffic analysis, traffic impact analysis and see what type of improvements if any that they would need to do for the school to be located on that property. As I said now the 2001 zoning code, this is a level of a street where we encourage schools because of that high number of traffic that it would get from schools. I think that is the justification for it to be on those types of roads.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Ordinance No. 3058.

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

8. BOARD APPOINTMENTS

8.1

None.

9. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

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

9.1 COUNCIL BILL NO. 24-017; ORDINANCE NO. 3059: AN ORDINANCE APPROVING ZONE CHANGES FOR LAND WITHIN THE HEATHER HILLS MASTER PLAN BOUNDARY LOCATED AT 5150 STERN DRIVE. SUBMITTED BY ZACHARY LIBBIN, LIBBIN UNDERWOOD ENGINEERING AND SURVEYING.

Council agreed to bring it forward.

9.2 COUNCIL BILL NO. 24-018; ORDINANCE NO. 3060: AN ORDINANCE REPEALING SECS. 7.8-110—7.8-199, ARTICLE III. - WAGE PLUS AND SECS. 7.8-200—7.8-299 ARTICLE IV. - FILM, FROM CHAPTER 7.8 OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.

Council agreed to bring it forward.

9.3 COUNCIL BILL NO. 24-019; ORDINANCE NO. 3061: AN ORDINANCE AMENDING CHAPTER 27, TRAFFIC, ARTICLE I AND ARTICLE VI OF THE

LAS CRUCES MUNICIPAL CODE (LCMC) 1997 BY ADDING NEW DEFINITIONS AND REGULATION OF ELECTRIC VEHICLE CHARGING PARKING SPACES

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I did get a report on the natatorium on the 9th, it is a heat coil that they are waiting on and that is not mass-produced. It is manufactured if there is a need. So, they are waiting for it the 18th to the 22nd but until they physically receive it, they are hesitant to say we have it and we are going to install it so just update.

Felt like my first week of all board attendance and it was really interesting on a lot of accounts with MVRDA and the Metropolitan Planning Organization and the Utilities Board which had a graduating intern. Which reminded me that we give a lot of good opportunities for learning and growth, and I was hoping that we could institute another or look at a possibility of doing that here. We have an Emmy Award winning Public Information Office, and I was hoping that we could be able to take in a NMSU Journalism Intern or Creative Media Intern and start producing recordings for some of the boards and commissions that already meet in this office or in the Council Chambers. Specifically Planning and Zoning, Historic Preservation, Parks and Rec and give great opportunity for sometimes students that don't feel quite vested in the city. I think that it could be a great opportunity that we could have to add accessibility and transparency as well so.

Last thing is I am curious about the Animal Advocates situation if we could either get an update from Codes or I don't know how that works. I am still very new to this.

10.2 COUNCILOR MATTIACE

I attended a neighborhood meeting on Crescent Drive. It was the administrator and a few members of the association. Maybe you could share this with Chief Story. Their biggest concerns are on Turpentine, Dixon, Farney they have continual hearings of shootings going on in that particular neighborhood and they also actually have some people going through the neighborhood at night and many of them use Ring. If we could just contact a person named Nancy Hastings and she would be glad to hear if there could be more patrol in that particular area.

I would like to thank City Council, City Manager for the Artist Drive pavement in District 2. It is quite an improvement. That street was really bad. The street next to it Huntington needs the same improvement. Huntington is in bad shape as well.

The last item is that there is a call from a Mr. Dominguez and if Public Works could look at a sidewalk needed on Mesa to Solano. There are some older ladies, particularly Ms. Dominguez's mother in their 80's that walk to church I believe that would be the Newman Center and a sidewalk is needed on that particular stretch of walk.

10.3 COUNCILOR GRAHAM

I would like to do a quick article recommendation because I spent the NMSU holiday break, kind of coincided with things quiet at the City so I did a ton of reading on the very festive top of traffic deaths. It is obviously something that comes up a lot in public comments, we have been hearing advocates trying to advance the Vision Zero Program, so I really did some deep reading on that but a good kind of overview article, it was published on December 11th of last year, New York Times, Why are so Many American Pedestrians Dying at Night? So again, I am not promising you an uplifting read but a really interesting read about another unfortunate category of an American exceptionalism where we are doing worse than a lot of other industrialized nation but I felt this was a great overview looking not just at the design elements, not just at behavior and choice elements but also at some specifically American elements.

10.4 COUNCILOR CORRAN

I really quickly want to give a shoutout to our Community Engagement Office. Last week was the first installment of the Neighborhood Leadership Academy and it was a really great bunch of folks who are going to be participating in an eleven-week program to see what is happening in the city and I am really excited to see their enthusiastic faces come to a class that really gives you the inside picture. I am really grateful for the Community Engagement folks for starting that up and giving folks a path to engage with the city in that way. On a similar note, I want to welcome back all of the NMSU and DACC students who are starting classes tomorrow and I add myself to that as a faculty member. So, I can't wait to see the students and continue our ongoing conversation with NMSU. I think in the fall we launched a pretty cool city website welcoming NMSU students, and I am looking forward to us just continuing to have those collaborations as we move forward and thinking about NMSU and DACC students and how we support them and engage with them in the city.

The last thing that I wanted to touch on was that I am lucky to have been selected to be on the Environmental Protection Agency Local Government Advisory Board which is a national advisory committee of 37 folks from all across the country and that sort of advises the EPA on a number of things that they can do to support cities and municipalities as well as in terms of shaping legislation and sort of documenting and talking about the impacts that legislation can have on local governments. I am really excited about this year where one of the topics is going to be about looking into cumulative impacts of environmental harms that occur in cities and how to address them cumulative impacts on particularly historic disenfranchised communities. That is one of their target areas, another of their target areas is related to reducing plastic waste in every aspect of its existence and I know that the City of Las Cruces has been the leader in that and is continuing to think about it. So, I am looking forward to those conversations and representing Las Cruces and also trying to influence what the federal government is sort of thinking about in terms of local environmental policies.

10.5 COUNCILOR FLORES

I have nothing to report on boards because I have not attended any this year but what our Community Outreach person is doing Catrina Godinez and I are working with LCPS to have students come in and the program is called Know Your Government. We started that in 2019 and it was quite successful. I think we had 60 students participate and these were students who were all levels. Not just the college prep

people, the achievers but students that were selected by the teachers who would otherwise not come up and raise their hand and say yes, I want to do that. We were looking forward to 2020, but then we had Covid and everything came to a standstill. Fortunately, it has resurfaced. It has been resurrected and I believe that we will be doing that in February and will take place here. We will assemble here and then we will break and go upstairs, and the students will be addressing issues that the city faces or could potentially face and come up with solutions. I am looking forward to that and I will be able to report.

10.6 MAYOR PRO TEM BENCOMO

I was at the Utilities Board meeting last week and we talked about many things and one of the things I wanted to share with you all is the story about the intern Jeremiah Avery, he graduated. He is from the Water Internship Program and during his high school senior year he was driving every week to Las Cruces to complete the program and then he graduated and now he is doing his internship and getting paid for it at the Utility while he worked on all his certifications. I just wanted to say because during the meeting he talked to us about his experience, and he said you know I feel excited, and I really hope to be at the city for 20/30 more years and it was just really powerful testament to the power of internships actually and allowing folks to be able to get into the work and start falling in love with it.

I wanted to give a huge shoutout to, a huge thank you to Mike Tellez who is a constituent of mine. I think some of you may know him. He is the owner of a place called the Dream Center on Sixth Street and last Wednesday he reached out to me and said I would like to open up the Dream Center at night for unhoused people to stay here at night time and can you help me with these few things and I called Ikani and I just want to give a huge thank you to Ikani because I called him and he said let's figure it out. I just want to really appreciate that Ikani because like I said Mike is looking for these three things and you said let's figure it out and we did and by Friday Ikani and him were meeting and I think both Chiefs had feedback for them and multiple city staff and they came up with a great sort of program, OEM was able to provide cots and they have been hosting people there at the Dream Center during the really cold nights and so I think it also speaks to putting aside any perceived frankly political differences we may have and bringing real solutions to the city council and that we can get good things done. I really wanted to thank everyone involved and especially Mike and Ikani for making it happen. If anybody wants to support them, they are totally community driven, like I said it is the Dream Center over on Sixth Street.

I did want to give a shoutout to our Legislators who are today starting the 2024 30-day Legislative Session. I think most of us will be making a trip up there to lobby for the needs of the city and just check in with our representatives and make sure that they don't forget we are here and that we have many needs.

I did want to invite you all to an event that I was invited to by Mayor Alan Webber of Santa Fe. The event is called Economic Justice for New Mexico Workers in a Changing Economy. It starts at 5 p.m. and it will be on January 26th. It is next Friday so if you are there please come. It will be at the Center of Contemporary Arts on Old

Pecos Trail, and it is about guaranteed basic income. He will be a panelist, I will be a panelist, Dawn Hommer from Community Action Agency will be a panelist, and several other folks talking about the importance about these kinds of programs for the most vulnerable in our communities. Feel free to reach out to me for that address again.

11. CITY MANAGER REPORT

11.1 IFO PILI

I will start first with VLC. This is our second annual video contest. Visit Las Cruces in collaboration with Las Cruce Film Festival has launched the Visit Las Cruces Stories Second Annual Video Contest. The contest invites the public to share rich folklore of Las Cruces through a 3-to-5-minute video submissions. Call for entries is open until February 28th and detailed guidelines can be found on the Visit Las Cruces or the Las Cruces International Film Festival websites. Top three entries will be awarded cash prizes along with VIP tickets and winning submissions will be showcased before each screening before the film festival.

Also, from Parks and Recreation Keep Las Cruces Beautiful Program, Parks and Rec will host a neighborhood dumpster day from 8 a.m. till 12 p.m. on Saturday, January 20th, and KLCB will provide open top trash containers for the community to dump yard waste, household trash and other permeable items for free. It will be at Young Park, 850 South Walnut Street, East Mesa Recreation Center which is 5589 Porter Drive, and Tony Gomez Park which is 2283 South Espina Steet.

From Public Works I appreciate Councilor Mattiace bring up Artist Drive. That is one of 12 streets that is scheduled in the works right now and to be completed by early to mid-June. These aren't just normal maintenance projects. These are pavement replacement projects and two of those projects include replacement of utilities, water, and gas. So, these are big projects and contract amounts are about $2.3 million.

Just a couple comments that were made, one was brining by the light comment. Chief Story just gave me the update. They did speak to security and the principal, and the state technician and they put a timer on it so it would shut off at 6 o'clock or 7 o'clock and they are going to talk to them again to see if they can shut it off even sooner but that is the response that was here, but we can reach out and let him know. I appreciate Councilor McClure responding with the heating coil at the Aquatic Center. I just wanted to let everyone know that the heating coil needed to be custom made so it is like two months just to get the coil and they are checking and hoping for it to be done and I guess the company said they will be getting it in soon like within the next week or so but until we get it in we don't have a timeline.

12. ADJOURNMENT

12.1

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to adjourn at 3:12 p.m.

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

Mayor

City Clerk

MINUTES
Work Session
Monday, January 22, 2024 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Councilor Yvonne Flores

1. PETS OF THE WEEK

1.1

Amy Defelix, ASCMV presented Pets of the Week.

2. AGENDA ITEM

2.1 AMERICAN RESCUE PLAN ACT (ARPA) UPDATE.

Liam Beasley, Accountant II gave an overhead presentation.

Chief Jason Smith, LCFD continued overhead presentation.

Deputy Chief Sean Mullen, LCPD continued overhead presentation.

Rochelle Miller-Hernandez, Executive Director Visit Las Cruces continued overhead presentation.

Chris Faivre, Deputy Director Economic Development continued overhead presentation.

Irene Parra, Workforce Administrator Economic Development continued overhead presentation.

Natalie Green, Housing & Neighborhood Revitalization Administrator continued overhead presentation.

Carl Clark, Assistant Director Utilities continued overhead presentation.

David Sedillo, Director Public Works continued overhead presentation.

Liam Beasley continued overhead presentation.

Councilor Graham said I'm looking at the $459,000 and change that remains un-obligated for Public Health and Safety. What are our options there? What can we do with that?

Liam Beasley said the broad category is just responding to any negative Public Health impact from the pandemic. For that amount I'm going to take a look at the detailed page for the remainder. Most of the balance is coming from the Police and Fire CPR and EMT training.

Councilor Graham asked so it's not remaining, that's not what we still have to play with? It's been obligated and has not yet been spent?

Liam Beasley said so it's been allocated meaning we decided what we're going to do with it, but we just haven't had a contract been approved and gone through the process yet for that.

Councilor Graham said how has fire damage or damages from fighting that fire changed the scheme? Chief I don't know if you would like to weigh in on this? I just don't know how much damage there actually was.

Ashley Echavarria, Chief Executive Officer Boys & Girls Club of Las Cruces said we are grateful the fire was contained to one theater, actually when the fire happened the Allen's were still under ownership of the building, so they were able to file an insurance claim. It was contained to one theater. Of course most of the building is brick and cement, however the theater seats are cloth. The seats are really what caught fire. It did cause some damage, it's my understanding to like some of the electrical and stuff like that. Most of the stuff is stuff we're going to have to gut and replace anyway, so we're fortunate. Honestly what ended up happening is they did some of the demolition for us that we're going to end up having to do. The Allen Family went in and kind of gutted that theater and then as a result of that they also found out that, of course there was asbestos throughout the building. They were able to have the whole building abated for us which was also kind of a blessing for us in disguise because that's something we didn't end up having to pay for. Happy to say we officially closed on the building last week and it is now ours. The Allen family really worked with us to get that price down as much as they could and because of the ARPA funds that's really what made it possible for us to be able to pay for the building and not to have to take out a loan while we're raising the money to do the renovations.

Councilor Bencomo said I was reading this morning from the Economic Policy Institute that across the country so many ARPA funds have not been spent or obligated like 56% of local governments have not obligated they're ARPA funding, which is honestly a travesty. I just really want to commend our staff and community for really making sure we did our due diligence, and that the dollars are impacting the people in the community as they were intended too, so thank you everyone. For the $6.6 million that are un-obligated does that mean they're not allocated? They are allocated, they're just not obligated. For public clarity it doesn't mean that this is money that could be used for something else. We've actually said this money is going to be spent for specific projects?

Liam Beasley said yes that's correct. We've decided what to do with it however we just don't currently have it under a contract with a vendor.

Councilor Bencomo said so for example the workforce programs obviously we saw a hiccup there, that's why we have not obligated those funds. Once those agreements are done like Ms. Parra said in the next few weeks then that will officially be an obligated money?

Liam Beasley said yes that is correct.

Councilor Bencomo said given that there is a risk of clawbacks from the Federal Government do we foresee that $6.6 million being completely obligated by the end of the year?

Liam Beasley said yes we do. The departments are aware of the deadline, and we meet periodically. I give people updates on the financials that way if we're coming up against that deadline we at least have some advanced warning and we have some awareness of that, if different decisions need to be made then they can.

Councilor Bencomo said it's just not some whatever deadline there could be serious consequences for not obligating those funds. We had the Mesilla Valley PHA that's one of the housing projects, yes?

Natalie Green said yes that is a housing project and it is obligated.

Councilor Bencomo said, so the $2 million for the housing community development.

Natalie Green said yes the Peach Tree, it's New Mexico Community Development Corporation and they are working the Peach Tree Canyon Apartments in the East Mesa off of Granada and Peach Tree Road and so it is under contract we just haven't executed a purchase order. Council may remember we are also allocating an additional $4 million for Phase 1 so we wanted to align those projects, or the funding to close all at once.

Councilor Bencomo said you're basically seeing it as obligated though because it's full force moving forward. On the store front you said something about a third party, I just wondered if you could expand on that. The allocation for the Store Front Program that

only gets obligated once it goes into a business?

Chris Faivre said yes just having the Resolution for the program doesn't make it obligated, whatever monies we have left over in that program if we want to continue it, which I believe we do, and I would recommend it. We would need to find a third party to help us facilitate the balance of those funds through the remainder of the time or until the funds are expired. The way it works we do a request for check each time a business requests funds. There isn't one blanket PO that covers the entire amount. That one is a little bit different that sort of came up in our discussion on this presentation the other day. We will be working with Finance to find a vendor that can help us do that efficiently and effectively so we can keep that program moving.

Councilor Bencomo said I just wanted to tell Utilities just a shout out because you are doing really incredible work, having hooked up 53 homes already. Thank you very much.

Mayor Enriquez asked when you do this sort of connection what's the process on the existing septic tank?

Carl Clark said once they are connected it's part of our contract we're going to abandon the septic tank so they'll collapse the tank, they'll collapse the lid and backfill it with sand, compact it and cover it up, so it can't be used again.

Richard Barela, Member of the Public said I'm curious about the economic impact of these septic tanks that are no longer in use.

Carl Clark said environmental impact of septics that are no longer in use. Removing the septic's helps remove nitrates from possibly reaching our ground water. That's the reason we have a top priority in our septic replacement plan of within a thousand feet of a municipal well. We don't want nitrates to leach down to the water table and then we being pulling it through the well. At that point we would probably have to shut down the well and drill somewhere else at a $1 million a well it's very expensive for the City. We take that very seriously about how close these septics are to our water wells.

Sandy Smith, Cruces Creatives said I thought you guys would like a little tiny bit of show and tell about some of what we're doing. What I have here is a jar of algae. Algae was grown in the buckets, so the kids actually get to make their own photo-bio reactor for the algae then we turn the algae into pigment, or it becomes fertilizer, or lots of other kinds of things, so much fun. Then I am going to show you these things so I can let you pass them around because they're kind of cooler if you touch them. What we've got right here is bio leather meaning that this is actually grown from the Scobie of Kombucha. We put it in a laser cutter, so it's got the little etching on it and applied with some of the stitching on it. This is what it look like when it just grows. This is what it looks like when we add some Pysanki dye, which Pysanki is a traditional Ukrainian easter egg dye sort of situation so we're playing with what that looks like. Then we also have some mycelium grown so you can actually grow mushrooms into Styrofoam and if you happen to be working with the school during Dia De Los Muertos

you can grow it into a Halloween skull and just kind of get a feel for what they can do. The students got to paint those up. When your done with those they just go into the garden, it composts, the manufacturing is like totally earth friendly.

2.2 SUSTAINABILITY QUARTERLY UPDATE

Lisa LaRocque, Sustainability Officer gave an overhead presentation.

Councilor Mattiace said I really like that graph where driving an electric car helps and I have an electric car.

Councilor McClure asked in a perfect world what would you recommend for us to do first?

Lisa LaRocque said what I really think would be helpful is something that I already think is starting to occur and I'm going to give a shout out to planning and innovation. They are using a set of criteria that actually looks at the holistic view of these issues and how they advance both Elevate from a physical layout, as well as sustainability from a more actionable point of view. If you're asking what the City should do first. I think the City should take the plans that it has and create milestones that are achievable in certain intervals and not push it down the road. That is what I think needs to happen. I think that it's difficult because we're at a crossroads where these things are just taking place but the persistence to do that would really accelerate our change.

Councilor Bencomo asked Lisa are you able to give us all an update on the community solar project that was submitted to the PRC?

Lisa LaRocque said from the City, yes so there were only 6 projects that were allowed within the El Paso Electric district and those although we applied we were not selected. I think there were 6-9 organizations that were selected from many, many projects. There was an idea of what was a good fit according to the group that was evaluating it. Right now everyone is in a stalled motion because of the rulings that are taking place as to how much credit we should give on these bills and how much the utilities are allowed to charge for their management of it. I am concerned that we have not found a sweet spot where we are going to help the 50 percent of the 20,000 people in the State who could really benefit from a lower rate and the needs for renewable energy that exists.

Councilor Bencomo said that is really unfortunate to hear Lisa. Do you feel like there is a pathway forward for some kind of project like that for us in the future?

Lisa LaRocque said I'm speaking for Adrienne, I will say I am heartened by the Energy Transition Plan RFP that we submitted and will hope to get some very knowledgeable folks to guide us in this process, I think there are many ways forward. Community Solar is one, allowing community choice where the City could generate energy and the transmission and distribution would come there, is another thing that been put forward by the Legislature. The answer is yes.

Councilor Bencomo said since you brought up the Energy Transition up you've had input and feedback on that RFP then.

Lisa LaRocque said yes.

3. ADJOURNMENT

3.1

Councilor Becky Corran moved, seconded by Councilor Cassie McClure, to Adjourn at 2:31 p.m.

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

Mayor

City Clerk

24-083

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:**	February 20, 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 THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET.**

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

PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY24 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

Exhibit "A" Fund Summaries Grants 02.20.24
Exhibit "B" - FY2024 CIP
Attachment "A" Grant Summary 02.20.24
Attachment "B" AIP FY24 Aviation Grant - Agreement
Attachment "C" FD FY24 Fire Protection Grant - Agreement
Attachment "D" Fire FY23 HRSA - Agreement
Attachment "E" PD FY23 ENDWI.BKLUP. STEP Agreement
Attachment "F" PD_FY24_HIDTA-G23SN0006A_Modification III
Attachment "G" PR 23-H4101 Villa Mora Dam Agreement
Attachment "H" PW FY24 MVCHO Solar Panels - Agreement
Attachment "I" TRA - FY25 5339 FTA Letter
Attachment "J" HNS FY23 NMDFA 23-H5043-43 Agreement Executed

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.
2. Vote “No”; this will not approve the Resolution to adjust the FY2024 Budget 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 24-083

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.

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

(II)

THAT the 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

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	1500 HHR CONTINGENCY 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 10,548,762	13,967,612	0	13,967,612
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	14,640,868	14,640,868	0	14,640,868
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	**14,640,868**	**14,640,868**	**0**	**14,640,868**
TOTAL RESOURCES	**$ 25,189,630**	**28,608,480**	**0**	**28,608,480**
Expenditures				
General Government	0	0	0	0
Legislative	1,750,000	1,750,000	(542,554)	1,207,446
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 1,750,000**	**1,750,000**	**(542,554)**	**1,207,446**
Other Resources				
Operating Transfers In	500,000	500,000	0	500,000
Operating Transfers Out	(15,013,352)	(20,142,826)	(542,554)	(20,685,380)
Total Other Resources	**$ (14,513,352)**	**(19,642,826)**	**(542,554)**	**(20,185,380)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 8,926,278**	**7,215,654**	**0**	**7,215,654**

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	247,000	0	247,000
Federal Grants	14,620,646	18,415,196	609,315	19,024,511
State Grants	5,898,088	11,724,254	2,500,000	14,224,254
Local Grants	26,065	31,483	0	31,483
Debt Service	0	0	0	0
Total Revenues	**20,791,799**	**30,419,471**	**3,109,315**	**33,528,786**
TOTAL RESOURCES	**$ 21,490,295**	**30,419,471**	**3,109,315**	**33,528,786**
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	11,354,440	2,500,000	13,854,440
Legal	0	0	0	0
Las Cruces Police Department	2,707,818	6,684,265	62,315	6,746,580
Las Cruces Fire Department	1,314,070	1,224,575	547,000	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	581,508	0	581,508
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	1,996,084	0	1,996,084
Public Works	365,000	348,895	0	348,895
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,791,800**	**30,419,471**	**3,109,315**	**33,528,786**
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	**$ 698,495**	**0**	**0**	**0**

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	5,467,825	200,000	5,667,825
State Grants	12,716,645	21,960,926	650,000	22,610,926
Local Grants	851,264	861,264	0	861,264
Debt Service	0	0	0	0
Total Revenues	**20,676,047**	**28,290,015**	**850,000**	**29,140,015**
TOTAL RESOURCES	**$ 20,676,047**	**28,290,015**	**850,000**	**29,140,015**
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	330,000	400,000	730,000
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	4,842,094	250,000	5,092,094
Community Development	0	0	0	0
Quality of Life	0	690,746	0	690,746
Public Works	15,776,031	18,459,314	200,000	18,659,314
Total Expenditures	**$ 20,676,047**	**28,290,015**	**850,000**	**29,140,015**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (0)**	**0**	**0**	**0**

Exhibit "A"

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	5010 AIRPORT 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 909,363	605,117	0	605,117
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	61,500	61,500	0	61,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	120,000	120,000	0	120,000
Federal Grants	0	28,949	0	28,949
State Grants	3,148,527	5,961,015	1,100,000	7,061,015
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**3,330,027**	**6,171,464**	**1,100,000**	**7,271,464**
TOTAL RESOURCES	**$ 4,239,390**	**6,776,581**	**1,100,000**	**7,876,581**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	4,876,992	7,786,771	1,100,000	8,886,771
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,876,992**	**7,786,771**	**1,100,000**	**8,886,771**
Other Resources				
Operating Transfers In	1,013,000	1,013,000	0	1,013,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 1,013,000**	**1,013,000**	**0**	**1,013,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 375,398**	**2,810**	**0**	**2,810**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	5923 TRANSIT CAPITAL 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 7,608,979	985,206	0	985,206
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	19,699,498	23,754,417	2,170,214	25,924,631
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**19,699,498**	**23,754,417**	**2,170,214**	**25,924,631**
TOTAL RESOURCES	**$ 27,308,477**	**24,739,623**	**2,170,214**	**26,909,837**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	23,586,799	25,450,638	2,712,768	28,163,406
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	2,759,945	2,748,013	0	2,748,013
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 26,346,744**	**28,198,651**	**2,712,768**	**30,911,419**
Other Resources				
Operating Transfers In	870,618	3,459,028	542,554	4,001,582
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 870,618**	**3,459,028**	**542,554**	**4,001,582**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,832,351**	**0**	**0**	**0**

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

Exhibit "A"

	7492 HIDTA-CLC 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	1,470,259	1,323,114	(164,000)	1,159,114
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,470,259**	**1,323,114**	**(164,000)**	**1,159,114**
TOTAL RESOURCES	**$ 1,470,259**	**1,323,114**	**(164,000)**	**1,159,114**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
METRO	539,416	525,655	0	525,655
HIDTA	930,842	797,459	(164,000)	633,459
Total Expenditures	**$ 1,470,259**	**1,323,114**	**(164,000)**	**1,159,114**
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
Capital Improvements Program
FY 2024-2029

Exhibit "B"

Amended 02/20/2024

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	250,000	230,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, Taxes
1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage							
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	2,100,000	255,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley							
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	1,486,435						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	200,000	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	**$ 1,693,435**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements	410,485	500,000	500,000	500,000	500,000	500,000	**Taxes**
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							

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

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	2,397,032	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	28,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,835,965**	**$ 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	**$ 4,529,400**	**$ 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	3,110,000	455,000					**Grants,** Taxes, Other
Las Cruces Airport - Total Newly Funded Projects	**$ 3,110,000**	**$ 455,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	969,354						**Grants, Taxes, Other**
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 02/20/2024

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	**$ 5,033,692**	**$ 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 - Cocina de Peregrinos/El Caldito Kitchen	1,875,000	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	**$ 5,326,063**	**$ 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	1,200,000						**Grants**
MV Community of Hope - Health Facility Improvements	1,853,922						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 6,678,726**	**$ 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	**$ 12,004,789**	**$ 12,994,349**	**$ 11,550,000**	**$ 14,000,000**	**$ 4,000,000**	**$ 4,000,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

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
Parks and Recreational Facilities Structural Renovations	286,000	399,000	125,000				**Grants,** Taxes
Park Drinking Fountains	14,000	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	406,202	360,000					Grants, **PIF**
Veterans' Memorial Park Enhancements	250,000	412,500	662,500	662,500	662,500	662,500	Bonds, **Grants**
Parks & Recreation - Total Newly Funded Projects	**$ 1,266,202**	**$ 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	446,917						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	1,255,738						**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	292,800						**Grants, Taxes**
Las Cruces Lateral RTP Trail	489,011						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	75,000						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds,** Grants
Meerscheidt Recreation Center Improvements	186,169	145,831					Grants, **Taxes**
New Skate Park - Plan & Design	550,000	800,000					**Grants**
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	**$ 12,773,556**	**$ 3,827,781**	**$ 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	1,221,609	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	**$ 5,145,389**	**$ 2,631,500**	**$ 1,976,500**	**$ 1,996,700**	**$ 1,996,700**	**$ 1,996,700**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

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	**$ 19,185,147**	**$ 69,033,781**	**$ 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**
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, Other
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*					
Police Department Equipment							Grants
Technology Equipment							
2023 Legislative Appropriation		*450,000*					

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
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, Other
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement 1 - Land Acquisition 2 - Plan, Design, Construct, and FF&E 3 - Demolition					5,165,000		Taxes, Grants
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	**$ 2,217,011**	**$ 13,705,315**	**$ 948,400**	**$ 859,000**	**$ 6,020,000**	**$ 66,295,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets University Ave. Complete Street Improvements El Paseo Rd. Idaho Ave	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
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 Hadley Ave. Organ Ave.	1,401,103	4,815,197					**TIDD,** Taxes
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 *2023 Legislative Appropriation*	1,617,088	*550,000*	900,000	500,000	500,000	500,000	**Grants, Taxes**
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 Facility	4,900,000						**Bond**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

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	836,959	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	862,588						Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	982,250						Bonds, Grants
Public Works - Total Carryover Projects	**$ 48,847,207**	**$ 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

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
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	**$ 85,042,796**	**$ 56,657,853**	**$ 25,958,000**	**$ 26,963,200**	**$ 23,144,000**	**$ 23,159,400**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 02/20/2024

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	289,364	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	**$ 2,534,614**	**$ 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	**$ 2,903,120**	**$ 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 02/20/2024

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 02/20/2024

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	**$ 39,566,643**	**$ 15,106,088**	**$ 12,784,069**	**$ 12,492,500**	**$ 4,792,500**	**$ 4,792,500**	
Total Carryover Projects	**$ 105,153,508**	**$ 45,461,367**	**$ 19,665,363**	**$ 9,800,000**	**$ 20,350,000**	**$ 9,950,000**	
Total Annual Projects	**$ 46,738,894**	**$ 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	**$ 191,459,044**	**$ 246,669,238**	**$ 116,746,921**	**$ 79,018,041**	**$ 65,860,700**	**$ 163,194,600**	

Abbreviations and Notes:
Indicates a Change
Pending Legislative Appropriations 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*

ATTACHMENT "A"

CITY OF LAS CRUCES

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

Today's Date: 12/28/2023
Grant Team Representative: Cynthia Alamillo
Application Submission Date:
Council Budget Adjustment Date: 02/20/2024
Requested Amount:
Amount of Award: $ 1,100,000.00
Award Notification Date:
Grant Agreement #:
Funding Agency: New Mexico Department of Transportation (NMDOT) - Aviation Division Department

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: RWY 4-22 Rehab Design-Construct
Type of Funding: State Capital
Type of Grant: Competitive
Grantor Type: State
Match Amount: $ 1,500,000.00
Match Description: State Match
Match Percent/Ratio:
Match Source: Two appropriations - Projects #23985 and #23322
Grant Effective Date: 12/01/2023
Grant Reversion Date: 12/01/2025
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Funds are to complete the runway 4-22 rehabilitation project, which includes design and construction.

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

DEPARTMENT INFORMATION

Department: Assistant City Managers Office
Line of Business: Office of the Assistant City Manager
Program: Airport
Project Manager: Michael Villa
Email: mvilla@lascruces.gov
Phone: 575-541-2473
MUNIS Dept. Number: 400

ACCOUNT STRINGS:

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

Revenue account: 5010-50140022-599200-24422 - $1,100,000.00
Expenditure account: 5010-50140022-804000-24422 - $1,100,000.00
Match accounts:
Project# 23985
Project #23322

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 24422
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Josh Saffell

Accounting Department Info:

CITY OF LAS CRUCES

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

Today's Date: 12/29/2023
Grant Team Representative: Cynthia Alamillo
Application Submission Date:
Council Budget Adjustment Date: 02/20/2024
Requested Amount:
Amount of Award: $ 547,000.00
Award Notification Date:
Grant Agreement #: CE152086
Funding Agency: Department of Health and Human Services

CFDA #: 93.493
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: FFY23 HRSA Community Project Funding - Mobile Integrated Health Program
Type of Funding: Federal Operating
Type of Grant: Competitive
Grantor Type: Federal
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: N/A
Match Source: N/A
Grant Effective Date: 09/30/2023
Grant Reversion Date: 09/29/2026
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Congressionally directed spending grant award for the Mobile Integrated Health Program.

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

DEPARTMENT INFORMATION

Department: Fire
Line of Business: Community Engagement
Program: Mobile Integrated Healthcare
Project Manager: BC Matt Hiles
Email: mhiles@lascruces.gov
Phone: 575-528-4068
MUNIS Dept. Number: 330

ACCOUNT STRINGS:

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

Revenue account:
2100-20233004-599100 - $547,000

Expense accounts:
2100-20233004-701180 - $73,300
2100-20233004-732300 - $20,000
2100-20233004-760000 - $139,700
2100-2023004-807000 - $150,000
2100-20233004-808000 - $164,000

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 24086
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 12/29/2023
Grant Team Representative: Cynthia Alamillo
Application Submission Date:
Council Budget Adjustment Date: 02/20/2024
Requested Amount:
Amount of Award: $ 400,000.00
Award Notification Date:
Grant Agreement #:
Funding Agency: New Mexico Department of Homeland Security and Emergency Management (DHSEM)

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: FY24 New Mexico Fire Protection Grant
Type of Funding: State Capital
Type of Grant: Competitive
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: N/A
Match Source: N/A
Grant Effective Date: 12/01/2023
Grant Reversion Date: 05/31/2024
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

This grant will support the construction of Fire Station 9, North of US Highway 70 and East of Interstate 25.

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

DEPARTMENT INFORMATION

Department: Fire
Line of Business: Chief's Executive Office
Program: Administration
Project Manager: Sreedevi Monhanraj
Email: sbhathalam@lascruces.gov
Phone: 575-541-2538
MUNIS Dept. Number: 330

ACCOUNT STRINGS:

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

Revenue account:
4100-40333001-599200 - $400,000

Expense accounts:
4100-40333001-721070 - $200,000
4100-40333001-801000 - $200,000

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 24015
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 01/04/2024
Grant Team Representative: Cynthia Alamillo
Application Submission Date:
Council Budget Adjustment Date: 02/20/2024
Requested Amount:
Amount of Award: -$ 164,000.00
Award Notification Date:
Grant Agreement #: G23SN00006A
Funding Agency: Office of National Drug Control Policy - ONDCP

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: Southwest Border High Intensity Drug Trafficking Areas (HIDTA)
Type of Funding: Federal Operating
Type of Grant: Non-Competitive/Entitlement Recurring
Grantor Type: Federal
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio: N/A
Match Source: N/A
Grant Effective Date: 01/01/2023
Grant Reversion Date: 12/31/2024
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Award funds HIDTA operations.
Original grant award was for $1,062,163, however, a modification has been made due to changes in actual staffing versus anticipated staffing from the original agreement. The adjusted amount reduces the award by $164,000 for a new total grant amount of $898,163.00.

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

DEPARTMENT INFORMATION

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

ACCOUNT STRINGS:

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

Modification (reduction) to Project #23030 - Fund 7492
Revenue accounts:
79400000-599100-23030-$7,000; 79400001-599100-23030-$71,000; 79400002-599100-23030-$26,000; 79400003-599100-23030-$60,000

Expense accounts:
79400000-721080-23030-$5,000; 79400000-701000-23030-$2,000; 79400001-760000-23030-$1,000; 79400001-721080-23030-$55,000; 79400001-701000-23030-$15,000; 79400002-721080-23030-$25,000; 79400002-701000-23030-$1,000; 79400003-760000-23030-$18,000; 79400003-721080-23030-$30,000; 79400003-701000-23030-$12,000

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #: N/A
Project Code # 23030
Set-Up Date: 01/03/2024
Date to Accounting: 01/04/2024

Accounting Department Info: N/A

Initiative Cash by HIDTA

FY 2023

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
New Mexico	**City of Las Cruces**	Fugitive/Violent Offender Task Force	15,860.00	Investigation	G23SN0006A
		Management and Coordination	139,128.00	Administration	G23SN0006A
		NM Forensic Laboratories	58,056.00	Support	G23SN0006A
		NM HIDTA Information Technology	56,822.00	Support	G23SN0006A
		NM HIDTA Training	17,451.00	Support	G23SN0006A
		NM Investigative Support Center	209,677.00	Intelligence	G23SN0006A
		Regional Interagency Drug Task Force	401,169.00	Investigation	G23SN0006A
	Agency Total : City of Las Cruces		**898,163.00**		
Total			**898,163.00**		

10/11/2023 9:21:08 AM

Budget Detail

2023 - New Mexico

Initiative - Management and Coordination **Administration**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***($164,000.00)***
Services	**Quantity**	**Amount**
Services		($5,000.00)
Total Services		**($5,000.00)**
Supplies	**Quantity**	**Amount**
Supplies		($2,000.00)
Total Supplies		**($2,000.00)**
Total Budget		**($7,000.00)**

79400000-72180-23030

7940000-701000-23030

Budget Detail

2023 - New Mexico

Initiative - NM HIDTA Information Technology **Support**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***($164,000.00)***
Travel 79400001-760000-23030	**Quantity**	**Amount**
Travel		($1,000.00)
Total Travel		**($1,000.00)**
Services 79400001-721080-23030	**Quantity**	**Amount**
Services		($55,000.00)
Total Services		**($55,000.00)**
Supplies 79400001-701000-23030	**Quantity**	**Amount**
Supplies		($15,000.00)
Total Supplies		**($15,000.00)**
Total Budget		**($71,000.00)**

Budget Detail

2023 - New Mexico

Initiative - NM HIDTA Training **Support**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)	***($164,000.00)***

Services	79400002-721080-23030	Quantity	Amount
Services			($25,000.00)
Total Services			**($25,000.00)**

Supplies	79400002-701000-23030	Quantity	Amount
Supplies			($1,000.00)
Total Supplies			**($1,000.00)**
Total Budget			**($26,000.00)**

Budget Detail

2023 - New Mexico

Initiative - NM Investigative Support Center **Intelligence**

Award Recipient - City of Las Cruces (G23SN0006A)

Resource Recipient - City of Las Cruces

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)	***($164,000.00)***

Travel	Quantity	Amount
Travel		($18,000.00)
Total Travel		**($18,000.00)**

79400003-760000-23030

Services	Quantity	Amount
Services		($30,000.00)
Total Services		**($30,000.00)**

79400003-721080-23030

Supplies	Quantity	Amount
Supplies		($12,000.00)
Total Supplies		**($12,000.00)**

79400003-701000-23030

Total Budget	**($60,000.00)**

CITY OF LAS CRUCES

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

Today's Date: 12/28/2023
Application Submission Date:
Requested Amount:
Award Notification Date: 11/15/2023
Funding Agency: New Mexico Department of Transportation - Traffic Safety

Grant Team Representative: Cynthia Alamillo
Council Budget Adjustment Date: 02/05/2024
Amount of Award: $ 62,315.00
Grant Agreement #: 20.608 and 20.600

CFDA #:
Funder MUNIS CID #: 13

PROJECT INFORMATION

Grant Project Title: Police FY23 ENDWI/BKLUP/STEP Projects
Type of Funding: State Operating
Grantor Type: State
Match Description: No Match Required-Provided
Match Source: N/A
Grant Effective Date: 12/28/2023
Starting Fiscal Year of Grant: FY2024

Type of Grant: Non-Competitive/Entitlement Recurring
Match Amount: $ 0.00
Match Percent/Ratio: 0.0

Grant Reversion Date: 09/30/2024

Grant Scope of Work:

State funding for the End Driving While Impaired (ENDWI), Buckle Up (BKLUP), and Selective Traffic Enforcement Program (STEP) programs.

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

DEPARTMENT INFORMATION

Department: Police
Program: Administration
Email: jstory@lascruces.gov
MUNIS Dept. Number: 320

Line of Business: Office of the Chief
Project Manager: Jeremy Story
Phone: 575-528-4147

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Replicate projects: 23101 - 23102 - 23103

ENDWI
Revenue account: 2100-20132001-599100 Expenditure account: 2100-20132001-601110 - $35,370.00
BKLUP
Revenue account: 2100-20132001-599100 Expenditure account: 2100-20132001-601110 - $4,985.00
STEP
Revenue account: 2100-20132001-599100 Expenditure account: 2100-20132001-601110 - $21,960.00

Capital Assets: ☐ **YES** ☑ **NO**

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

Grant Application #: N/A
Project Code # 24101/24102/24103
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 12/19/2023
Grant Team Representative: Crystal Silva
Application Submission Date:
Council Budget Adjustment Date: 02/20/2024
Requested Amount:
Amount of Award: $ 250,000.00
Award Notification Date:
Grant Agreement #: 23-H4101
Funding Agency: New Mexico Department of Finance and Administration (NMDFA)

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: Reauthorization- Villa Mora Dam
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: 07/01/2023
Grant Reversion Date: 06/30/2025
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

To plan, design, construct, equip, purchase, and install improvements to the area surrounding Villa Mora Dam, including trails, parking and lighting, for parks and open spaces in Las Cruces in Dona Ana County.

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

DEPARTMENT INFORMATION

Department: Parks and Recreation
Line of Business: 0245-Const., Maint. and Beautification
Program: 0245D- Community Forestry
Project Manager: Cathy Mathews
Email: cmathews@lascruces.gov
Phone: 575-541-2592
MUNIS Dept. Number: 450

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Rev: 4100-40245004-599200-23094 - $250,000.00
Exp: 4100-40245004-805000-23094 - $250,000.00

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 23094
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 12/28/2023
Application Submission Date:
Requested Amount:
Award Notification Date:
Funding Agency: Department of Energy (DOE) - Energy Efficiency & Renewable Energy Office

Grant Team Representative: Cynthia Alamillo
Council Budget Adjustment Date: 02/20/2024
Amount of Award: $ 200,000.00
Grant Agreement #: DE-EE0010127

CFDA #: 81.087
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: Mesilla Valley Community of Hope Solar Parking Structure
Type of Funding: Federal Capital
Grantor Type: Federal
Match Description: State Match
Match Source: CDBG Funds
Grant Effective Date: 10/01/2023
Starting Fiscal Year of Grant: FY2023
Grant Scope of Work:

Type of Grant: Competitive
Match Amount: $ 200,000.00
Match Percent/Ratio: 1:1

Grant Reversion Date: 09/30/2024

Funds are for the installation of solar panels on the Mesilla Valley Community of Hope (MVCOH) campus. The areas of improvement include a solar parking structure to the west of MVCOH Building #3 and to the southeast of the new Casa de Peregrinos Building #4.

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

DEPARTMENT INFORMATION

Department: Public Works
Program: Architectural Management
Email: sbhathalam@lascruces.gov
MUNIS Dept. Number: 550

Line of Business: Public Infrastructure
Project Manager: Sreedevi Mohanrai
Phone: 575-541-2538

ACCOUNT STRINGS:

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

Revenue account:
4100-40255005-599100 - $200,000
Expense account:
4100-40255005-801000 - $200,000
Match account:
2000-20430002-801000-23032 - $200,000

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 24127
Set-Up Date: 01/02/2024
Date to Accounting: 12/29/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 12/28/2023
Application Submission Date:
Requested Amount:
Award Notification Date: 12/28/2023
Funding Agency: Federal Transit Administration

Grant Team Representative: Cynthia Alamillo
Council Budget Adjustment Date: 02/20/2024
Amount of Award: $ 2,170,214.00
Grant Agreement #: NM-2023-043-00

CFDA #:
Funder MUNIS CID #:

PROJECT INFORMATION

Grant Project Title: FFY 2022 Section 5339 Discretionary Buses and Bus Facilities Award
Type of Funding: Federal Operating & Capital
Grantor Type: Federal
Match Description: Local Cash Match
Match Source: General Funds- 2020 Hold Harmless Tax Fund
Grant Effective Date: 12/28/2023
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Type of Grant: Non-Competitive/Entitlement Recurring
Match Amount: $ 542,554.00
Match Percent/Ratio: 20%
Grant Reversion Date: 12/31/2024

Grant award will be used to complete the construction of the City's Transit Operations and Maintenance Facility located at 2340 Westgate Avenue, Las Cruces, New Mexico. Five percent (5%) of the funds will be used to purchase a driving simulator to help drivers and maintenance staff learn how to efficiently operate battery-powered buses.

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

DEPARTMENT INFORMATION

Department: Assistant City Manager Office
Program: RoadRUNNER Transit
Email: mbartholomew@lascruces.gov
MUNIS Dept. Number: 400

Line of Business: Transit
Project Manager: Mike Bartholomew
Phone: 575-541-2537

ACCOUNT STRINGS:

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

Revenue Account:50740091-599100-24239 - $2,170,214.00
Match Account: 50740021-801000-24239-$515,426- New Facility (20%)
Match Account: 50740021-808000-24239-$27,128- Workforce Development-Simulator (20%)
Expense Account: 50740091-801000-24239-$2,061,703- New Facility (80%)
Expense Account: 50740091-808000-24239-$108, 511- Workforce Development-Simulator (80%)

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 24239
Set-Up Date: 12/28/2023
Date to Accounting: 12/28/2023

Accounting Department Info: Josh Saffell

CITY OF LAS CRUCES

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

Today's Date: 01/22/2024
Application Submission Date:
Requested Amount:
Award Notification Date:
Funding Agency: New Mexico Depart of Finance & Administration

Grant Team Representative: Gabriela Prats
Council Budget Adjustment Date: 02/20/2024
Grant Award Amount: $ 2,500,000.00
Grant Agreement #: 23-H5043-4

CFDA #:
Funder MUNIS CID #: 64989

PROJECT INFORMATION

Grant Project Title: Housing Initiatives - Permanent Supportive Housing
Type of Funding: State Capital
Grantor Type: State
Match Description: SELECT
Match Source:
Grant Effective Date: 01/22/2024
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Type of Grant: Legislative Appropriation
Match Amount: $ 0.00
Match Percent/Ratio:

Grant Reversion Date: 06/30/2024

Housing initiatives for permanent supportive housing to be carried out by Housing & Neighborhood Services.

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

DEPARTMENT INFORMATION

Department: CMO
Program: 0430A
Email: ngreen@lascruces.gov
MUNIS Dept. Number: 300

Line of Business: 0430
Project Manager: Natalie Green
Phone: 575.528.3086

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
Rev: 2100-20430021-599200 - $2,500,000.00
Exp: 2100-20430021-804000 - $2,500,000.00

Capital Assets: ☑ **YES** ☐ **NO**

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

Grant Application #: N/A
Project Code # 23043
Set-Up Date: 01/23/2024
Date to Accounting: 01/23/2024

Josh Saffell created and advised via email 1/24/23 at 17:09 hrs

Accounting Department Info:

ATTACHMENT "B"

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Jul 19, 2023

Project Location: LRU - LAS CRUCES INTERNATIONAL AIRPORT

Sponsor: LAS CRUCES, CITY OF

Address: PO BOX 20000

City: LAS CRUCES NM Zip Code: 88004

Participation STATE ONLY

Funding Breakdown 100

Contract No._____

Project No. LRU-24-01

Vendor No. 0000054342-2

Expiration Date_____

Purchase Order No:_____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

RWY 4-22 REHAB DESIGN-CONSTRUCT

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 1,100,000	$ 1,500,000	$	$ 2,600,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.
The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.
The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.
The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.
The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

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

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, 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*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. 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 shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. 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 shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are 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.

17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, 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 Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	ANDY HUME			
Title	AIRPORT MANAGER			
Sponsor	LAS CRUCES, CITY OF			
Address	PO BOX 20000			
City	LAS CRUCES	NM	Zip Code	88004
Office Phone	+1 (575) 541-2473	Fax		
E-Mail	ahume@las-cruces.org			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended by:

By:_____ Date: _____
Aviation Division Director
or Designee

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

By:_____ Date: _____
Assistant General Counsel

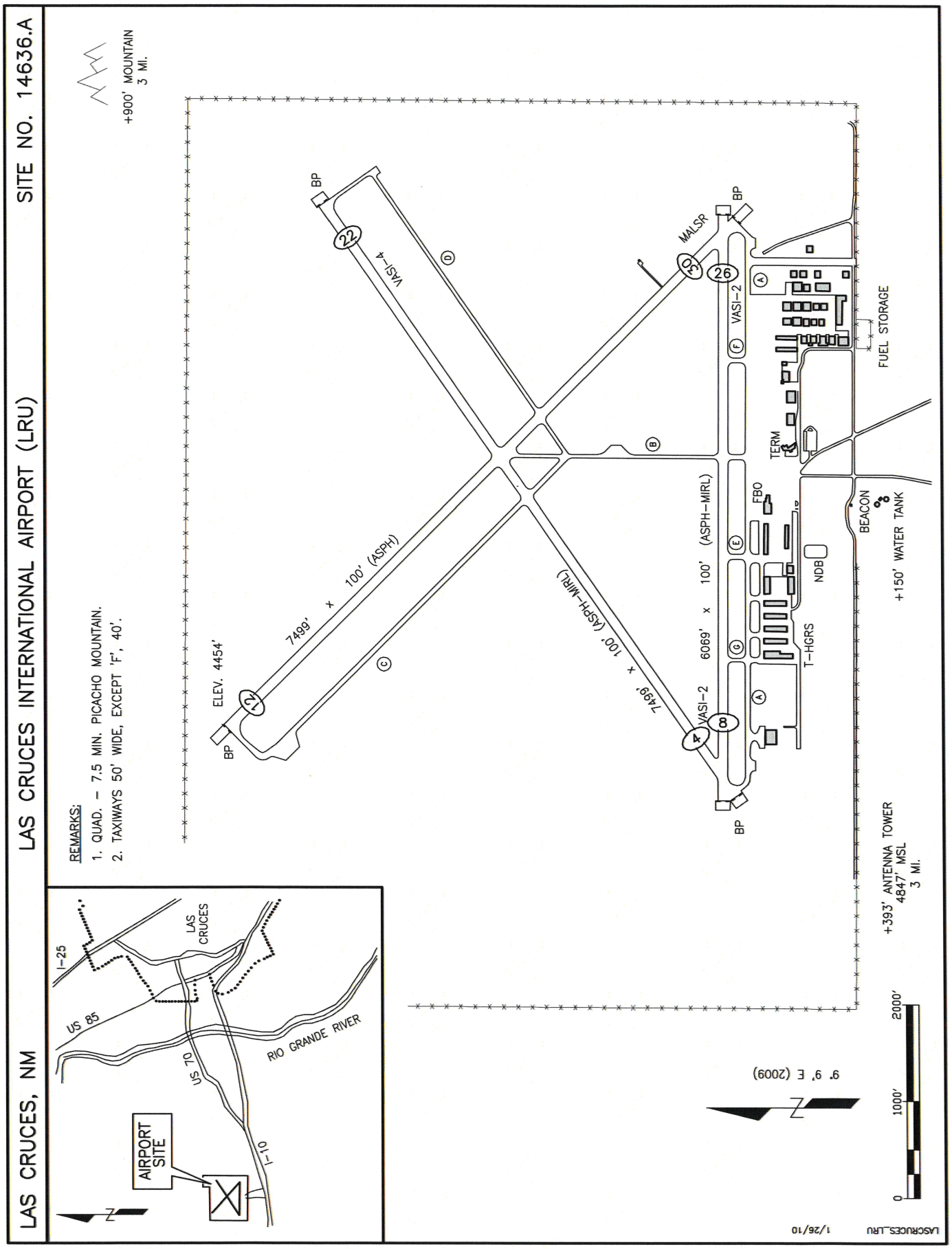
SPONSOR

Print Name: Ifo Pili

By:_____ Date: 1/2/24

Title: City Manager

EXHIBIT A


LAS CRUCES, NM
LAS CRUCES INTERNATIONAL AIRPORT (LRU)
SITE NO. 14636.A
+900' MOUNTAIN
3 MI.
REMARKS:
1. QUAD. – 7.5 MIN. PICACHO MOUNTAIN.
2. TAXIWAYS 50' WIDE, EXCEPT 'F', 40'.
ELEV. 4454'
7499' x 100' (ASPH)
7499' x 100' (ASPH-MIRL)
6069' x 100' (ASPH-MIRL)
VASI-4
VASI-2
MALSR
BP
FBO
TERM
NDB
BEACON
T-HGRS
FUEL STORAGE
+150' WATER TANK
+393' ANTENNA TOWER
4847' MSL
3 MI.
9° 9' E (2009)
0
1000'
2000'
1/26/10
LASCRUCES_LRU
I-25
LAS CRUCES
US 85
US 70
RIO GRANDE RIVER
I-10
AIRPORT SITE

LAS CRUCES INTERNATIONAL AIRPORT
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
		$ -			
1	RWY 4-22 REHAB DESIGN-CONSTRUCT	$ 2,600,000	$ 1,500,000	$ 1,100,000	
		$ -			
		$ -			
		$ -	

ATTACHMENT "C"
Invoice No: 10252023

Michelle Lujan Grisham
Governor

Major General Miguel Aguliar
Interim Cabinet Secretary

Ali Rye
Deputy Cabinet Secretary

Randy Varela
State Fire Marshal

Wednesday, October 25, 2023

Las Cruces
1670 South Valley Drive PO Box 20,000
Las Cruces, NM 88004

Remit To: Las Cruces
PO Box 20000
Las Cruces, NM 88004

Reference: FY 2024 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of the Las Cruces has been reviewed and an award has been granted.

Over 230 grant applications were submitted and over 49.4 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. Please be advised the local government shall follow all local and state licensing and Permitting requirements.

A voucher or ACH deposit, in the amount of **$400,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include **$0.00** for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2024 If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505) 709-8150.

Sincerely,

Randy Varela
State Fire Marshal

Sincerely,

Michael Daniels
Grant Council Chair

Invoice No: 10252023

FY22 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST
Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: **Dona Ana**

FUNDED PROJECT: **Facility Improvement**

EQUIPMENT FUNDED: **New Construction**

AMOUNT AWARDED: **$400,000.00**

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2024	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

Signature: Cynthia Alamillo
Email: calamillo@las-cruces.org

Signature: Jason Lasmith (Dec 8, 2023 11:00 MST)
Email: jasmith@las-cruces.org

Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# CE152086
Federal Award Date: 08/31/2023

Recipient Information

1. Recipient Name
CITY OF LAS CRUCES
700 N Main St
Las Cruces, NM 88001-1120

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
1856000147A3

4. Employer Identification Number (EIN)
856000147

5. Data Universal Numbering System (DUNS)

6. Recipient's Unique Entity Identifier
J3ZLWA2K1X47

7. Project Director or Principal Investigator
Susan Gonzales
Grants Manager
grants@las-cruces.org
(575)541-2430

8. Authorized Official
Ifo Pili
City Manager
grants@las-cruces.org
(575)541-2076

Federal Agency Information

9. Awarding Agency Contact Information
Vanessa Prosper
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
VProsper@hrsa.gov
(301) 443-0377

10. Program Official Contact Information
Evan Krasomil
Healthcare Systems Bureau (HSB)
ekrasomil@hrsa.gov
(301) 443-6675

Federal Award Information

11. Award Number
1 CE1HS52086-01-00

12. Unique Federal Award Identification Number (FAIN)
CE152086

13. Statutory Authority
Consolidated Appropriations Act, 2022, (PL 117-103)

14. Federal Award Project Title
Community Project Funding/Congressionally Directed Spending - Construction

15. Assistance Listing Number
93.493

16. Assistance Listing Program Title
Congressional Directives

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2023 - End Date 09/29/2026	
20. Total Amount of Federal Funds Obligated by this Action	$547,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	$0.00
22. Offset	$0.00
23. Total Amount of Federal Funds Obligated this budget period	$547,000.00
24. Total Approved Cost Sharing or Matching, where applicable	$0.00
25. Total Federal and Non-Federal Approved this Budget Period	$547,000.00
26. Project Period Start Date 09/30/2023 - End Date 09/29/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$547,000.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Tammy Ponton on 08/31/2023

30. Remarks

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks. If you need more information, please contact HRSA contact center at 877-464-4772, 8 am to 8 pm ET, weekdays.

HRSA
Health Resources & Services Administration

Notice of Award
Award Number: 1 CE1HS52086-01-00
Federal Award Date: 08/31/2023

Healthcare Systems Bureau (HSB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a.	Salaries and Wages:	$0.00
b.	Fringe Benefits:	$0.00
c.	Total Personnel Costs:	$0.00
d.	Consultant Costs:	$0.00
e.	Equipment:	$397,300.00
f.	Supplies:	$0.00
g.	Travel:	$0.00
h.	Construction/Alteration and Renovation:	$0.00
i.	Other:	$149,700.00
j.	Consortium/Contractual Costs:	$0.00
k.	Trainee Related Expenses:	$0.00
l.	Trainee Stipends:	$0.00
m.	Trainee Tuition and Fees:	$0.00
n.	Trainee Travel:	$0.00
o.	TOTAL DIRECT COSTS:	$547,000.00
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	$0.00
q.	TOTAL APPROVED BUDGET:	$547,000.00
	i. Less Non-Federal Share:	$0.00
	ii. Federal Share:	$547,000.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a.	Authorized Financial Assistance This Period	**$547,000.00**
b.	Less Unobligated Balance from Prior Budget Periods	
	i. Additional Authority	$0.00
	ii. Offset	$0.00
c.	Unawarded Balance of Current Year's Funds	$0.00
d.	Less Cumulative Prior Award(s) This Budget Period	$0.00
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$547,000.00**

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.11

37. BHCMIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:
a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
23 - 370CONS	93.493	23CE1HS52086	$547,000.00	$0.00	N/A	23CE1HS52086

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. **Due Date: Within 60 Days of Budget Start Date**
   Within 60 days of the Project Period Start Date, submit a revised construction schedule providing more detailed information and project milestones into HRSA's Electronic Handbook. Provide an overall project schedule, including the number of months for each of the following critical milestones within the three-year budget/project period (36 months): planning, obtain required permits and/or variances, meet Federal environmental and historic preservation requirements, awarding of contracts, alteration/renovation period, and expected project completion date. Describe the current status of the project including any steps that may have been accomplished to date and identify the person or entity accountable for each milestone. Contact the assigned Project Officer for additional information.
2. **Due Date: Within 60 Days of Budget Start Date**
   Within 60 days of Project Period Start Date, the award recipient must submit into HRSA's Electronic Handbook a revised SF-424C budget page, revised budget justification and revised equipment list, in accordance with the application guidance. Submit revised equipment list with all itemized equipment with costs. Update SF-424C and budget justification. Review program guidance. Costs associated with moveable equipment-only project types would only have costs associated with line item 1 (Administrative and legal expenses) and/or line item 10 (Equipment) only.

Grant Specific Term(s)

1. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of $30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at https://www.fsrs.gov/ by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: https://www.hrsa.gov/grants/ffata.html.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf.
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
   You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: https://pmsapp.psc.gov/pms/app/userrequest. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:
   http://pms.psc.gov/find-pms-liaison-accountant.html

Program Specific Term(s)

1. This Notice of Award (NoA) is issued to inform your organization of the awarding of Community Project Funding/Congressionally Directed Spending (CPF/CDS): Construction Projects (HRSA-23-117) funding. This funding is authorized by the FY 2023 Consolidated Appropriations Act (P.L. 117-328) for projects that relate to the construction and renovation (including equipment) of health care and other facilities. This award cannot be transferred to another entity.
2. You will need to submit a pre-award prior approval request to HRSA for review of any costs incurred up to 90 day prior to the Consolidated Appropriations Act, 2023 (P.L. 117-328; enacted December 29, 2022). Please refer to HRSA-23-117 for further guidance.
3. An award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
4. All program income generated as a result of awarded funds must be used for approved project-related activities. Any program income earned by the recipient must be used under the addition/additive alternative. Additional requirements found at 45 CFR § 75.307.
5. Although this NoA approves funds for the project(s) identified in the submitted application, HRSA may take action to withdraw the approval and funds for the project(s) if subsequent events lead HRSA to conclude that a project as originally proposed is ineligible or cannot be completed. Subsequent events could include, but are not limited to, non-compliance with the implementation of the project (such as excessive drawdown, improper procurement, conflicts of interests, etc.), significant changes to the location or physical scope of the project without prior approval, or the identification of previously undocumented environmental or historic preservation issues that lead the HRSA to conclude that the proposed project cannot be carried out consistent with the eligibility and program requirements. If this occurs, please contact the assigned Project Officer to discuss.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA Standard Terms (unless otherwise specified on your Notice of Award), and Legislative Mandates. The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**
   The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal**), or calling 877-614-5533.
2. **Due Date: Within 90 Days of Project End Date**
   Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of $5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding $5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Ifo Pili	Authorizing Official	grants@las-cruces.org
Susan Gonzales	Program Director	grants@las-cruces.org
Susan Gonzales	Point of Contact	grants@las-cruces.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).

ATTACHMENT "E"

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: November 15, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division DocuSigned by: Barela E291EAE03FAF441...

From: Amber Montoya, Staff Manager DocuSigned by: Amber Montoya 96053378AB0A49E...

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Las Cruces.

---

1. TSD Program Manager Nick Rivera, Phone # 505-470-8907, will oversee the project(s).

2. The Consolidated Agreement provides funding to Las Cruces Police Department to conduct the following project(s) and activities as shown below.
   - ENDWI – $35,370.00 (Fed 164)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP - $4,985.00 (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $21,960.00 (Federal 402)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2024.

4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DocuSign Envelope ID: 8AD79EEC-FB06-4491-BFE6-BC9B34D7B944

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

November 15, 2023

Sergeant David Gonzales
Las Cruces Police Department
217 East Picacho
Las Cruces, NM 88004

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2024 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
04-AL-64-049	BIL 164 Transfer Funds	20.608	69A37523300001640NMA	11/30/2022	$3,5370.00
04-OP-RF-049	State Road Fund				$4,985.00
04-PT-02-049	BIL NHTSA 402	20.600	69A37523300004020NM0	11/30/2022	$21,960.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI Large Agency (Populations above 100,000) - 1 DWI in 28 hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:
Barela
E291EAE03FAF441...

Jeff Barela, Director
Traffic Safety Division

Enclosure

DocuSign Envelope ID: 8AD79EEC-FB06-4491-BFE6-BC9B34D7B944

CONTRACT NUMBER:_____
UNIQUE ENTITY IDENTIFIER: J3ZLWA2K1X47
SUPPLIER: 0000054342

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Las Cruces (**Grantee**), 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. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 04-AL-64-049, $35,370.00;
   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 04-OP-RF-049, $4,985.00;
   c. Selective Traffic Enforcement Program (**STEP**), Project No. 04-PT-02-049, $21,960.00;
   d. Total Funding awarded per this Agreement $62,315.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:	to the Grantee at:
New Mexico Dept. of Transportation	Las Cruces Police Department
Attn: Traffic Safety Division	Attn: Sergeant David Gonzales
P.O. Box 1149	217 East Picacho
Santa Fe, NM 87504	Las Cruces, NM 88004

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 11:59 p.m. on September 30, 2024, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the parties.

17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

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Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

CITY OF LAS CRUCES

By: _____ Date: 12/28/23

Title: City Mayor

Approved as to form and legal sufficiency.

By: DocuSigned by: John Newell Assistant General Counsel C750CEC1625D488... Date: 11/28/2023
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: 12/18/23
Counsel for City of Las Cruces

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 04-AL-64-049

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 17, 2023 to January 1, 2024.

"St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2024.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2024.

"National Occupant Protection Mobilization Click It Or Ticket Period" means May 20 to June 2, 2024.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2024.

"National DWI Mobilization Period" means August 16 to September 2, 2024.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

   Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
   d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
   e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, , municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$35,370.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$35,370.00

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 04-OP-RF-049

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 17, 2023 to January 1, 2024.

   "St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2024.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2024.

   "National Occupant Protection Mobilization Click It Or Ticket Period" means May 20 to June 2, 2024.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2024.

   "National DWI Mobilization Period" means August 16 to September 2, 2024.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;

b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and

c. assistance at child safety seat clinics or car seat fitting stations.

d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$4,985.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$4,985.00

7. **Goals.**

a. Projected annual and five-year average occupant fatality data indicate increasing

numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5occupant fatalities, with reductions each year through 2026.

b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD Project Number: 04-PT-02-049

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2024 through September 21, 2024.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.**
   The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

   The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
b. training for officers as approved by the Department. Pay for travel and traffic safety related training
c. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be BIL NHTSA 402 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.600. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$21,960.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$21,960.00

7. **Goals.**

a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The

State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.

c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.

d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.

e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.

f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.

g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.

h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.

i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.

j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: NEW MEXICO Fiscal Year: 2024

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
    - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
  (I) 80 percent or more of its annual gross revenues in Federal awards;
  (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;

1. Any available drug counseling, rehabilitation, and employee assistance programs;
2. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
   1. Abide by the terms of the statement;
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
   1. Taking appropriate personnel action against such an employee, up to and including termination;
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

1. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
3. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
4. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

1. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
2. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
3. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
5. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States) GENERAL

REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
  - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
  - Increase use of seat belts by occupants of motor vehicles;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Click here to validate form fields and permit signature

DocuSigned by:
Ricky Serna
5910E8A0255842F...

7/31/2023

Signature Governor's Representative for Highway Safety — Date

Ricky Serna

Printed name of Governor's Representative for Highway Safety

DocuSign Envelope ID: 8AD79EEC-FB06-4491-BFE6-BC9B34D7B944

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:			
Government Unit:	CITY OF LAS CRUCES		
Contract term:	(-- 09/30/2024)		
Supplier Number:	0000054342	Address ID:	

Grantee Contact Info

Project Director and Title:	Sergeant David Gonzales		
Phone:	575-528-4200	E-mail:	dgonzalez@las-cruces.org
Agency Name:	Las Cruces Police Department		
Address:	217 East Picacho		
City, State ZIP:	Las Cruces, NM 88004		

TSD Contact Info

Program Manager:	Nick Rivera	Phone:	505-470-8907
TSD Finance:	Avalon Gabaldon	Phone:	505-660-8103

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	04-AL-64-049	$35,370.00	10010	5000000000	
BKLUP	04-OP-RF-049	$4,985.00	20100	5100000000	
STEP	04-PT-02-049	$21,960.00	10010	5000000000	
	Total	**$62,315.00**			

PO Entered by TSD Finance:		Date:	
PO Approved by Contracts:		Date:	

Comments

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address City Manager Ifo Pili City of Las Cruces 700 N. Main St. Las Cruces, NM 88007-8100	4. Award Number: G23SN0006A 5. Grant Period: From 01/01/2023 to 12/31/2024	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 10/11/2023 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$1,062,163.00
3. Project Title CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	10. Amount of This Award: 11. Total Award:	($164,000.00) $898,163.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 117-328		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director	15. Typed Name and Title of Authorized Official Ifo Pili City Manager
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date
AGENCY USE ONLY	
18. Accounting Classification Code UEI: J3ZLWA2K1X47 DUNS: 077609279 EIN: 1856000147A2	19. HIDTA AWARD OND1070DB2324XX OND6113 OND2000000000 OC 410001 JID: 85540

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Las Cruces**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 203, Section 103, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

23-H4101 $250,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2025
Laws of 2023, Chapter 203, Section 103, Two Hundred Fifty Thousand Dollars and Zero cents ($250,000.00), to The unexpended balance of the appropriation to the office of the state engineer originally authorized in Subsection 6 of Section 25 of Chapter 81 of Laws 2020 to plan, design, construct, equip, purchase and install improvements to the Villa Mora dam area, including trails, parking and lighting, in Las Cruces in Dona Ana county and reauthorized to the local government division in Laws 2021, Chapter 139, Section 32 for that purpose shall not be expended for the original purpose but is changed to plan, design, construct, equip, purchase

and install improvements to the area surrounding Villa Mora dam, including trails, parking and lighting, for parks and open spaces in Las Cruces in Dona Ana county. The time of expenditure is extended through fiscal year 2025.

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and Zero cents $250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[41], if applicable, Zero Dollars and Zero Cents ($0.00), which equals Two Hundred Fifty Thousand Dollars and Zero cents ($250,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "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[42] 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

[41] 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.

[42] "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.

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 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: 700 N. Main St. Las Cruces NM 88001
Email: ipili@las-cruces.org
Telephone: 575-541-2076

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

Grantee: City of Las Cruces
Name: Leeann DeMouche
Title: Chief Financial Officer
Address: 700 N. Main St. Las Cruces NM 88001
Email: ldeMouche@las-cruces.org
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: DFA/Local Government Division
Name: Donna Stewart
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: DonnaJ.Stewart@dfa.nm.gov
Telephone: 505-231-2993

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, 2025,** 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 **City of Las Cruces** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Cruces's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Cruces** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New

Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Cruces** or the Department"

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [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)

11/17/2023

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Wesley Billingsley
D981C24BB85E4E8...

By: Wesley Billingsley

Its: Division Director

12/14/2023

Date

Signature: Joaquelin Rubalcava

Email: jrubalcava@lascruces.gov

Signature: Steven Bingham (Nov 16, 2023 04:51 MST)

Email: sbingham@lascruces.gov

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0010127		10/01/2023	81.087

5. Awarded To	6. Sponsoring Office	7. Period of Performance
LAS CRUCES, CITY OF Attn: Ifo Pili PO BOX 20000 LAS CRUCES NM 880049002	Energy Effcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585	10/01/2023 through 09/30/2024

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	109-58 EPACT2005	23EE002887

11. Remittance Address	12. Total Amount	13. Funds Obligated
LAS CRUCES, CITY OF Attn: Ifo Pili PO BOX 20000 LAS CRUCES NM 88004	Govt. Share: $200,000.00 Cost Share : $200,000.00 Total : $400,000.00	This action: $200,000.00 Total : $200,000.00

14. Principal Investigator	15. Program Manager	16. Administrator
	Thomas L. Rueckert Phone: 202-586-0942	Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
Payment - Direct Payment from U.S. Dept of Treasury	Payment - Direct Payment from U.S. Dept of Treasury	See Attachment 2

20. Accounting and Appropriation Data

05473-2022-31-200835-41100-1005843-0000000-0000000-0000000

21. Research Title and/or Description of Project

Community of Hope Solar Parking Structure

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer	27. Date Signed
		Danela N. Garcia	09/27/2023

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0010127	2	3

NAME OF OFFEROR OR CONTRACTOR
LAS CRUCES, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: J3ZLWA2K1X47 In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 10/01/2023 through 09/30/2024, consisting of the following Budget Periods: Budget Period 1: 10/01/2023 to 09/30/2024 In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period. Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions. DOE Award Administrator: Stephanie Hodge E-mail: stephanie.hodge@ee.doe.gov Phone: 240-562-1295 DOE Project Officer: Thomas Rueckert E-mail: thomas.rueckert@ee.doe.gov Phone: 202-586-0942 Recipient Business Officer: Cynthia Alamillo E-mail: calamillo@lascruces.gov Phone: 575-541-2430 Recipient Principal Investigator: David Viarreal E-mail: dviarreal@las-cruces.org Phone: 575-541-2686 ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: NO PI: Viarreal, David Fund: 05473 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41100 Program: 1005843 Project: 0000000 WFO: 0000000 Local Use: 0000000 "Electronic signature or signatures as used in				

Continued ...

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0010127	3	3

NAME OF OFFEROR OR CONTRACTOR
LAS CRUCES, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents."				

Statement of Project Objectives
City of Las Cruces
"*Community of Hope Solar Parking Structure*"

A. Project Objectives

The City of Las Cruces (City) is seeking funding to construct two solar parking structures that will generate 185,000 kWh (kilowatt hours), located at Mesilla Valley Community of Hope campus (MVCOH), that will provide solar power for the agency to offset energy costs. The project will encompass two agencies providing services to homeless and near homeless populations in the southern New Mexico region. Those two agencies are Mesilla Valley Community of Hope/Adobe Inc. (MVCoH) and Casa de Peregrinos, the food pantry.

MVCoH operates several washing and drying machines and showers daily for unhoused people. The expenses fall heavily onto MVCoH who must find general grant funding to afford to pay the utilities. MVCoH would like to lower the utility bills by expanding its solar capacity. The City and MVCoH completed a solar carport project in FY21, funded by the State of New Mexico, which provided 117,126kW hours annually of electricity, resulting in a monthly cost savings of approximately $69.00 or $828.00 annually. This project consisted of the installation of 144 solar panels. Depending on the current cost per panel, the City anticipates installing an additional 250 panels between the two carports to be constructed.

The additional panels will generate an additional 185,000kW hours of electricity annually, and potentially save the organizations an additional $119.00/month or $1,428.00 annually. The total overall savings annually from all the installed panels would be up to $2,256.00. These panels will also prolong the life and comfort of the agency's vehicle fleet used for people experiencing homelessness and transport food boxes to areas of the community for distribution.

Casa de Peregrinos and the City will provide the match of $200,000 through the City's Housing and Urban Development Community Development Block Grant (HUD CDBG) program.

The objectives of the project will be to:

1. Provide solar panels to reduce utility strain to nonprofit organizations at the MVCOH campus.
2. Provide solar panel carport to provides shade on the MVCOH campus.

B. Technical Scope Summary

The City will follow its adopted City Procurement Code, which meets all federal procurement requirements, to solicit through an RFP process a solar company to plan, design, order, and install the solar panels. The location of the two new solar carports will be as follows: one to be built on the west side of the MVCOH Building #3, and the second to be built on the southeast side of Casa de Peregrinos Building #4. The new facility for Casa de Peregrinos is currently being built and this project will complement that construction. The Casa de Peregrinos existing facility in Building #3 will be utilized by MVCoH once their building is completed. The entire project should take 12 months to complete.

C. Tasks To Be Performed

Funding to be awarded to the City of Las Cruces for the Mesilla Valley Community of Hope Campus Solar Project. The City will bid the project, award the bid, and negotiate the construction contract with the selected vendor. The City Public Works Department will manage the project throughout the process. The match funding will be available in the City's FY2024 budget, which begins on July 1, 2023. The RFP process for the project is expected to begin soon after final approval.

Budget Period 1 (M1-M12)

Task 1.0: Project contract

Task Summary: City of Las Cruces to bid the solar project.

Milestone 1.1 Project goes to bid (M1)
Milestone 1.2 Solar company is awarded project (M2)

Task 2.0: Construction (Includes design)

Task Summary: Complete design, panel layout, and construction

Subtask 2.1: Panel layout design (M1-M6)
Subtask 2.2: Construction of carport and installation of panels (M7-M12)

Task 3.0: End of Project

Task Summary: Close Out

Milestone 3.1: Ensure panels are inspected and meet requirements as per our local electric provider (El Paso Electric). These requirements are associated with the utility providers solar power installations. (M11)

Milestone 3.2: System operating at expected minimum rated power of 185,000 kWh, System operation is based on carport design and the system is now tied into the grid and generation can be confirmed at the electric meter. (M11)

Milestone 3.3: Close-out Grant. (M12)

Budget Period 1 Go/No-Go Decision Point: The only no-go is if panels are on backorder.

D. Project Management and Reporting

The City Public Works Department staff will be the project managers and work with the awarded solar company, in coordination with the MVCoH director and Casa de Peregrinos director on project progress. The City's Finance Department staff will complete and submit all pay requests and reports.

Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

Milestone Summary Table							
Recipient Name:	City of Las Cruces						
Project Title:	Mesilla Valley Community of Hope Campus Solar Project						
Task Number	**Task or Subtask (if applicable) Title**	**Milestone Type (Milestone, Go/No-Go Decision Point, End of Project Goal)**	**Milestone Number* (Go/No-Go Decision Point Number)**	**Milestone Description (Go/No-Go Decision Criteria)**	**Milestone Verification Process (What, How, Who, Where)**	**Anticipated Date (Months from Start of the Project)**	**Anticipated Quarter (Quarters from Start of the Project)**
1	Project to bid	Milestone	1.1	Bid Process	CLC staff	1	1
1	Award bid	Milestone	1.2	Contract Negotiation	CLC staff	2	1
2	Construction	Milestone	2.1	Plan & Design	Contractor	3	2
2	Construction	Milestone	2.2	Construction	Contractor	5	3
3	End of Project	Milestone	3.1	Panel Inspection	CLC Staff	11	4
3	End of Project	Milestone	3.2	System Operational	CLC Staff	11	4
3	End of Project	Milestone	3.3	Close-Out Grant	CLC Staff	11	4

U.S. DEPARTMENT OF ENERGY | Energy Efficiency & Renewable Energy

EERE R 540.136-01: Federal Assistance Reporting Checklist (FARC)

1. Award Number:	2. Program/Project Title:
DE-EE0010127.0000 **Attachment 2**	**Community of Hope Solar Parking Structure**
3. Recipient: **City of Las Cruces**	

4. Reporting Requirements (see Attached "EERE Reporting Instructions"):	Frequency	Addresses* *See attached "EERE Reporting Instructions" for complete submission instructions.
I. PROJECT MANAGEMENT REPORTING		
☑ A. Research Performance Progress Report (RPPR)	**Q**	A. EERE PMC
☑ B. Financial Report (SF-425)	**F, Q**	B. EERE PMC
☑ C. Scientific and Technical Reporting		
☑ 1. Accepted Manuscript of Journal Article(s)	**A5, P**	C.1. OSTI E-Link
☑ 2. Conference Product(s)	**A5, P**	C.2. OSTI E-Link
☑ 3. Technical Report(s)	**A5, P**	C.3. OSTI E-Link
☑ 4. Software & Manual(s)	**A5, P**	C.4. DOE CODE
☑ 5. Dataset(s)	**A5, P**	C.5. OSTI E-Link Datasets
☑ 6. Other STI (Dissertation/Thesis, etc.)	**A5, P**	C.6. OSTI E-Link
☑ D. Intellectual Property Reporting		
☑ 1. Intellectual Property Reporting	**A5, P**	D.1. iEdison
☑ 2. Invention Utilization Report	**A5, P**	D.2. iEdison
☐ E. Project Management Plan (PMP)		E. EERE PMC
☑ F. Special Status Report	**A5**	F. EERE PMC
☐ G. Continuation Application		G. EERE PMC
☑ H. Other (see Special Instructions)	**A5**	H. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
☑ A. Participants and Collaborating Organizations	**A5**	A. EERE PMC
☑ B. Current and Pending Support	**A5**	B. EERE PMC
☑ C. Demographic Reporting	**A5**	C. EERE PMC
☐ D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)		D. EERE PMC
☑ E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	**A5**	E. EERE PMC
☐ F. Uniform Commercial Code (UCC) Financing Statements		F. See section II. F for instructions and due dates
☑ G. Federal Subaward Reporting System (FSRS)	**A5**	G. FSRS
☐ H. Annual Incurred Cost Proposal		H. See section II. H for instructions and due dates
☐ I. DOE For-Profit Compliance Audit		I. See section II. I for instructions and due dates
☑ J. Single Audit: States, Locals, Tribal Governments, and Non-Profits	**O**	J. See section II. J for instructions and due dates
☑ K. Other (see Special Instructions)	**A5**	K. See Special Instructions
III. CLOSEOUT REPORTING		
☑ A. Final Scientific/Technical Report	**F**	A. OSTI E-Link
☑ B. Invention Certification (DOE F 2050.11)	**F**	B. EERE PMC
☑ C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	**F**	C. EERE PMC
☑ D. Verification of Receipt of Accepted Manuscripts	**F**	D. See section III. D for instructions and due dates
☐ E. Other (see Special Instructions)		E. See Special Instructions
IV. POST-PROJECT REPORTING		
☑ A. Scientific and Technical Reporting	**P**	A. OSTI E-Link
☑ B. Intellectual Property Reporting	**P**	B. iEdison

FREQUENCY CODES AND DUE DATES:

A5 - As specified or within five (5) calendar days after the event.

F - Final; within 120 calendar days after expiration or termination of the award.

O - Other; see instructions for further details.

P - Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q - Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S - Semiannually; within 30 days after the end of the reporting period.

Y - Yearly; within 90 calendar days after the end of the federal fiscal year.

Y180 - Yearly; within 180 calendar days after the close of the recipient's fiscal year.

FULL URLS:

OSTI E-Link: http://www.osti.gov/elink-2413
OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp
DOE CODE: https://www.osti.gov/doecode/
iEdison: http://www.iedison.gov
EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx
FSRS: https://www.fsrs.gov

5. EERE Special Instructions:

OTHER (SEE SPECIAL INSTRUCTIONS)
See Special Instructions

OTHER (SEE SPECIAL INSTRUCTIONS)
I.A. The Research Performance Progress Report (RPPR-1): DOE requests recipients upload the RPPR-1 qualitative report within 30 days of the end of each calendar quarterly reporting period. An optional Word template (RPPR-1/CA) and Project Review Presentation Template will be provided.

I.C. Accepted Manuscript of Journal Article: Accepted Manuscripts must be submitted to OSTI through the E-Link site within 12 months of publication. Confirmation that the manuscripts have been uploaded to OSTI shall be uploaded to the PMC, including the OSTI ID number.

I.H. The Research Performance Progress Report (RPPR-2): The RPPR-2 quantitative (milestone, budget, and products) should be uploaded to the PMC on the same quarterly schedule as the RPPR-1 qualitative report as an "Other Report." An optional Excel template will be provided.

II.K. Other: Participation is expected in all DOE quarterly and phase performance evaluations, as well as programmatic peer reviews (e.g., SETO Portfolio/Peer Review). Two in-person meetings are required annually, if applicable.

III.A. Final Scientific/Technical Report: The first draft of the Final Technical Report (FTR) is due 60 calendar days after the expiration or termination of the award (optional FTR template to be provided prior to closeout). A final review will be held shortly thereafter to go over the results of the project with comments provided on the FTR. Once all comments have been addressed, a final FTR is to be uploaded to OSTI (see link above).

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EERE Reporting Instructions

Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to EERE. See Appendix A for guidance on Protected PII.

Report Templates Link: http://energy.gov/eere/funding/eere-funding-application-and-management-forms

I. Project Management Reporting

A. Research Performance Progress Report (RPPR)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the prime recipient is required to submit a Research Performance Progress Report (RPPR) for the project – i.e., the entirety of work performed by the prime recipient, subrecipients, and contractors – to EERE. The RPPR must include the following information.

Standard Cover Page Data Elements and Reporting Categories

The standard cover page data elements and components shown below comprise the complete RPPR format. Each category in the RPPR is a separate reporting component.

1. Cover Page

a. Federal Agency and Organization Element to Which Report is Submitted
b. Federal Grant or Other Identifying Number Assigned by Agency
c. Project Title PD/PI
d. Business Contact Name, Title and Contact Information (e-mail address and phone number)
e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
f. Submission Date
g. UEI Number
h. Recipient Organization (Name and Address)

i. Project/Grant Period (Start Date, End Date)
j. Reporting Period End Date
k. Current Report Term or Frequency (annual, semi-annual, quarterly, final, other)
l. Certification by the Submitting Official that includes: Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable); date of signature; and the following certification statement:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have an ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

2. Accomplishments

What was done? What was learned?
The information provided in this section allows the agency to assess whether satisfactory progress has been made during the reporting period. The PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer.

a. What are the major goals and objectives of this project?
List the major goals of the project as stated in the approved application or as approved by the agency. Describe the proposed technical approach to obtain those goals. If the application lists milestones/target dates for important activities or phases of the project, identify these dates and show actual completion dates or the percentage of completion. Generally, the goals will not change from one reporting period to the next. However, if the awarding agency approved changes to the goals during the reporting period, list the revised goals and objectives. Also explain any significant changes in approach or methods from the agency approved application or plan.

b. What was accomplished under these goals?

For this reporting period describe: 1) major activities; 2) specific objectives; 3) significant results or key outcomes, including major findings, developments, or conclusions (both positive and negative); and/or 4) other achievements. Include a discussion of stated goals not met. As the project progresses, the emphasis in reporting in this section should shift from reporting activities to reporting accomplishments.

c. What opportunities for training and professional development has the project provided?

Describe opportunities for training and professional development provided to anyone who worked on the project or anyone who was involved in the activities supported by the project. "Training" activities are those in which individuals with advanced professional skills and experience assist others in attaining greater proficiency. Training activities may include, for example, courses or one-on-one work with a mentor. "Professional development" activities result in increased knowledge or skill in one's area of expertise and may include workshops, conferences, seminars, study groups, and individual study. Include participation in conferences, workshops, and seminars not listed under major activities.

If the project was not intended to provide training and professional development opportunities or there is nothing significant to report during this reporting period, state "Nothing to Report."

d. How have the results been disseminated to communities of interest?

Describe how the results have been disseminated to communities of interest. Include any outreach activities that have been undertaken to reach members of communities who are not usually aware of these research activities, for the purpose of enhancing public understanding and increasing interest in learning and careers in science, technology, and the humanities.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

e. What do you plan to do during the next reporting period to accomplish the goals and objectives?

Describe briefly what you plan to do during the next reporting period to accomplish the goals and objectives.

If there are no changes to the agency-approved application or plan for this project or if this is the final report, state "Nothing to Report."

3. Products

What has the project produced?

Publications are the characteristic product of research. Agencies evaluate what the publications demonstrate about the excellence and significance of the research and the efficacy with which the results are being communicated to colleagues, potential users, and the public, not just the number of publications. Many projects (though not all) develop significant products other than publications. Agencies assess and report both publications and other products to Congress, communities of interest, and the public.

List any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; inventions, patent applications, and/or licenses; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

If there is nothing significant to report or if no products were developed during this reporting period, state "Nothing to Report."

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award. There is no restriction on the number. However, agencies are most interested in those publications that most reflect the work under this award in the following categories:

Please note: Recipients must use the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties).

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications. For more information on DMPs, please visit https://www.energy.gov/eere/funding/eere-digital-data-management.

i. Accepted Manuscript(s) of Journal Article

List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any paper submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under "Books or other non-periodical, one-time publications."

Identify for each publication: Author(s); title; journal; volume: year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no). Also see instructions under **II. Scientific/Technical Reporting** regarding the submission of accepted manuscripts and other STI as appropriate.

ii. Books or other non-periodical, one-time publications

Report any book, monograph, dissertation, abstract, or the like published as or in a separate publication, rather than a periodical or series. Include any significant publication in the proceedings of a one-time conference or in the report of a one-time study, commission, or the like.

Identify for each one-time publication: author(s); title; editor; title of collection, if applicable; bibliographic information; year; type of publication (book, thesis or dissertation, other); status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

iii. Other publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Technologies or techniques

Identify technologies or techniques that have resulted from the research activities. Describe the technologies or techniques and how they are being shared.

d. Inventions, patent applications, and/or licenses

Identify inventions, patent applications with date, and/or licenses that have resulted from the research. Submission of this information as part of an interim report or

Final Technical Report is not a substitute for any other invention reporting required under the terms and conditions of an award.

e. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

4. Participants & Collaborating Organizations

This requirement is applicable for all awards issued after 03/01/22. For awards issued prior to 03/01/22, refer to your award Terms and Conditions to determine applicability. Prior to 03/01/22 some awards were required to submit a Table of Personnel; for these awards, please refer to your award Terms and Conditions and the Special Reporting Instructions in the FARC for guidance on reporting requirements.

Have there been any changes to the Participants and Collaborating Organizations information previously submitted to DOE? No☐; Yes☐; N/A☐. If yes, the recipient must submit updated information. See Section II. A. Participants and Collaborating Organizations.

5. Current and Pending Support

This requirement is mandatory for all Principal Investigators and senior/key personnel for awards issued after 10/01/21. For awards issued prior to 10/01/21, please refer to the award Terms and Conditions to determine applicability.

Have there been any changes to the information included in the current and pending support disclosures previously submitted to DOE? No☐; Yes☐; N/A☐. If yes, the recipient must submit updated information. See Section II. B. Current and Pending Support.

Have there been any changes to the Principal Investigator (PI) or senior/key personnel? No☐; Yes☐ ; N/A☐. If yes, the recipient must submit a current and pending support disclosure and CV or Biosketch for any new PIs and senior/key personnel. See Section II. B. Current and Pending Support.

6. Impact

What is the impact of the project? How has it contributed?

Over the years, this base of knowledge, techniques, people, and infrastructure is drawn upon again and again for application to commercial technology and the economy, to health and safety, to cost-efficient environmental protection, to the solution of social problems, to numerous other aspects of the public welfare, and to other fields of endeavor.

The taxpaying public and its representatives deserve a periodic assessment to show them how the investments they make benefit the nation. Through this reporting format, and especially this section, recipients provide that assessment and make the case for federal funding of research and education.

Agencies use this information to assess how their research programs: increase the body of knowledge and techniques; enlarge the pool of people trained to develop that knowledge and techniques or put it to use; and improve the physical, institutional, and information resources that enable those people to get their training and perform their functions.

This component will be used to describe ways in which the work, findings, and specific products of the project have had an impact during this reporting period. Describe distinctive contributions, major accomplishments, innovations, successes, or any change in practice or behavior that has come about as a result of the project relative to: the development of the principal discipline(s) of the project; other disciplines; the development of human resources; teaching and educational experiences; physical, institutional, and information resources that form infrastructure; technology transfer (include transfer of results to entities in government or industry, adoption of new practices, or instances where research has led to the initiation of a startup company); society beyond science and technology; or foreign countries.

a. What was the impact on the development of the principal discipline(s) of the project?

Describe how findings, results, and techniques that were developed or extended, or other products from the project made an impact or are likely to make an impact on the base of knowledge, theory, and research and/or pedagogical methods in the principal disciplinary field(s) of the project. Summarize using language that a lay audience can understand (Scientific American style). How the field or discipline is defined is not as important as covering the impact the work has had on knowledge and technique. Make the best distinction possible, for example, by using a “field” or “discipline”, if appropriate, that corresponds with a single academic department (i.e., physics rather than nuclear physics).

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

b. What was the impact on other disciplines?
Describe how the findings, results, or techniques that were developed or improved, or other products from the project made an impact or are likely to make an impact on other disciplines.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

c. What was the impact on the development of human resources?
Describe how the project made an impact or is likely to make an impact on human resource development in science, engineering, and technology. For example, how has the project: provided opportunities for research and teaching in the relevant fields; improved the performance, skills, or attitudes of members of underrepresented groups that will improve their access to or retention in research, teaching, or other related professions; developed and disseminated new educational materials; provided scholarships; or provided exposure to science and technology for practitioners, teachers, young people, or other members of the public?

If there is nothing significant to report during this reporting period, state "Nothing to Report."

d. What was the impact on teaching and educational experiences?
Describe how the project made an impact or is likely to make an impact on teaching and educational experiences. For example, has the project: developed and disseminated new educational materials; led to ideas for new approaches to course design or pedagogical methods; or developed online resources that will be useful for teachers and students and other school staff?

If there is nothing significant to report during this reporting period, state "Nothing to Report."

e. What was the impact on physical, institutional, and information resources that form infrastructure?
Describe ways, if any, in which the project made an impact, or is likely to make an impact, on physical, institutional, and information resources that form infrastructure, including: physical resources such as facilities, laboratories, or instruments; institutional resources (such as establishment or sustenance of societies or organizations); or information resources, electronic means for accessing such resources or for scientific communication, or the like.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

f. What was the impact on technology transfer?

Describe ways in which the project made an impact, or is likely to make an impact, on commercial technology or public use, including: transfer of results to entities in government or industry; instances where the research has led to the initiation of a start-up company; or adoption of new practices.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

g. What was the impact on society beyond science and technology?

Describe how results from the project made an impact, or are likely to make an impact, beyond the bounds of science, engineering, and the academic world on areas such as: improving public knowledge, attitudes, skills, and abilities; changing behavior, practices, decision making, policies (including regulatory policies), or social actions; or improving social, economic, civic, or environmental conditions.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

h. What percentage of the award's budget was spent in foreign country(ies)?

Describe what percentage of the award's budget was spent in foreign country(ies). If more than one foreign country is involved, identify the distribution between the foreign countries.

U.S.-based recipients should provide the percentage of the budget spent in the foreign country(ies) and/or, if applicable, the percentage of the budget obligated to foreign entities as first-tier subawards.

Recipients that are not U.S.-based should provide the percentage of the direct award received, excluding all first-tier subawards to U.S. entities. If applicable, provide separately the percentage of the budget obligated to non-U.S. entities as first-tier subawards.

7. Changes/Problems

The PD/PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer. If not previously reported in writing, provide the following additional information, if applicable: Changes in approach and reasons for change; Actual or anticipated problems or delays and actions or plans to resolve them; Changes that have a significant impact on expenditures; Significant changes in use or care of animals, human subjects, and/or biohazards.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

a. **Changes in approach and reasons for change**
Describe any changes in approach during the reporting period and reasons for these changes. Remember that significant changes in objectives and scope require prior approval of the Contracting Officer.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

b. **Actual or anticipated problems or delays and actions or plans to resolve them**
Describe problems or delays encountered during the reporting period and actions or plans to resolve them.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

c. **Changes that have a significant impact on expenditures**
Describe changes during the reporting period that may have a significant impact on expenditures, for example, delays in hiring staff or favorable developments that enable meeting objectives at less cost than anticipated.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

d. **Significant changes in use or care of human subjects, vertebrate animals, biohazards, and/or select agents**
Describe significant deviations, unexpected outcomes, or changes in approved protocols for the use or care of human subjects, vertebrate animals, biohazards and/or select agents during the reporting period. If required, were these changes approved by the applicable institution committee and reported to the agency? Also specify the applicable Institutional Review Board/Institutional Animal Care and Use Committee approval dates.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

e. **Change of primary performance site location from that originally proposed**
Identify any change to the primary performance site location identified in the proposal, as originally submitted.

If there is nothing significant to report during this reporting period, state "Nothing to Report."

8. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

9. Budgetary Information

This component will be used to collect budgetary data from the recipient organization. The information will be used in conducting periodic administrative/budgetary reviews. Budgetary data identified and required by the Contracting Officer should be submitted in an Excel spreadsheet format.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) **and** within 90 calendar days after expiration or termination of the award

Every quarter, the prime recipient is required to submit a completed SF-425 for the project to EERE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to EERE. A fillable version of the SF-425 is available at https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms.

C. Scientific and Technical Reporting

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). By properly submitting STI to DOE Energy Link System (E-Link), the information will be made available to the public through OSTI.GOV.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII). Please refer to Appendix A for more information.

1. Accepted Manuscript of Journal Article

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	No later than the published online date of the article

Public access to scholarly publications is enabled by providing the Accepted Manuscript (AM) of the Journal Article to DOE OSTI and is consistent with the U.S. Government's retained license to published results of federally-funded research. If the recipient has a journal article accepted for publication which includes information/data produced under the award, then the recipient must submit an AN 241.3, as described below, no later than the published online date of the article.

Content. The recipient is to provide the final peer-reviewed AM, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint. Please see the Accepted Manuscript FAQ https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports for more information.

DOE will make no additional review of the content of the AM because the AM is the version of the journal article with the content to be published (i.e., publicly released) by the journal publisher.

The recipient must self-certify at the time of submission to EERE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. Recipients are reminded that the article is to include an acknowledgement of federal support and a legal disclaimer as required in the "Publications" Term in the award Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties).

The recipient is also reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications. For more information on DMPs, please visit https://www.energy.gov/eere/funding/eere-digital-data-management.

Electronic Submission Process. The AM of the Journal Article must be provided electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.3 (http://www.osti.gov/elink-2413).

2. Conference Product(s)

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical conference papers, proceedings, or presentations.

Content: The content should include a copy of the paper, presentation, or proceeding and: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Also include an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties).

Electronic Submission Process: Scientific/technical conference proceedings, papers/presentations or must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (https://www.osti.gov/elink-2413).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

For more information, please review the Conference Products FAQ at https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports.

3. Technical Report(s)

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical reports.

Content: The content should include a copy of the report as well as an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties).

Electronic Submission Process: Scientific/technical reports must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (https://www.osti.gov/elink-2413).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

4. Software & Manual(s)

Submit to:	DOE CODE: https://www.osti.gov/doecode/
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit all software deliverables created under the award, as well as any accompanying documentation or manuals.

DOE CODE is DOE's software services platform for submitting and searching for software resulting from DOE-funded research. Through submission to DOE CODE, users have the option to obtain a Digital Object Identifier (DOI) for the code, making it more easily discoverable, citable, and shared.

Content. When a recipient submits software to OSTI through DOE CODE, a set of required metadata elements and a link to the software repository must be provided.

Submission Process. Recipients will submit software by going to https://www.osti.gov/doecode/. Before submissions can be made, the recipient will be required to create an account. The recipient may create an account by visiting the top right of the DOE CODE homepage. Once the account is created, submissions may be made through the submit software/code link on the homepage. For more information about DOE CODE please visit https://www.osti.gov/doecode/faq.

5. Dataset(s)

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/241-6-submission.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (data-streams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities in their own right that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier (DOI) is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. In order to obtain a DOI, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6.

Content. If the recipient generates publicly available datasets resulting from work funded by DOE, they may announce these datasets to OSTI and have them registered with DataCite to obtain a DOI, which ensures long-term linkage between the DOI and the dataset's location. To register and publicly announce a dataset, the recipient must provide an AN 241.6, including the required data elements needed for describing the dataset. Note: Do NOT submit the dataset itself, only the metadata for registering the dataset, obtaining a DOI, and announcing its availability.

Electronic Submission Process. Notification of scientific datasets must be submitted electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.6 (https://www.osti.gov/elink/241-6-submission.jsp). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

6. Other STI (Dissertation / Thesis, etc.)

Submit to:	http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the recipient in technical reports, accepted journal articles, conference products, software, and datasets.

Other types of scientific and technical information produced which may be used for public dissemination of project results include: dissertation/thesis, patent, book, or

other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (http://www.osti.gov/elink-2413).

D. Intellectual Property Reporting

1. Intellectual Property Reporting

Submit to:	http://www.iEdison.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

iEdison requires a login and password. If the recipient's organization does not already have an iEdison administrator account, the recipient may register for one at: iEdison Registration.

In accordance with the patent rights clause of the award, the recipient and subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);

Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);

If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");

Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:

- An initial domestic patent application (including provisional or non-provisional);
- A domestic divisional or continuation patent application;
- A domestic continuation-in-part application; and
- A foreign patent application.

Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report); and,

Requesting an extension of time to:

- Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
- File an initial domestic or foreign patent application (modify the Invention Report).

Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions and related patent applications.

Please review the Invention Reporting FAQs https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports for more information.

2. Invention Utilization Report

Submit to:	http://www.iEdison.gov
Submission deadline:	For each subject invention, reports are due annually once the recipient or subrecipient elects to retain title to the subject invention and must continue to be provided for 10 years thereafter

The recipient and subrecipient(s) must provide Invention Utilization Reports for each subject invention that the recipient or subrecipient retains ownership. Reports are due annually starting one year after the recipient or subrecipient elects to take title and must continue to be provided for 10 years thereafter or until the recipient or subrecipient informs DOE in writing that it no longer wants to retain title in the subject invention. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

E. Project Management Plan (PMP)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within six (6) weeks of the effective date of the EERE award

Iterations and Maintenance

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications management. While it is primarily the project recipient's responsibility to maintain the plan,

federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

Application Draft
The recipient must submit a draft of the project management plan with the initial application for financial assistance.

Negotiation Draft
The selected recipient may be called upon by the selecting Office to revise its project management plan during the negotiation phase.

Active Plan
Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

1. **Revised Plan(s)**

   During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

   a. Developments that have a significant favorable impact on the project.

   b. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:

   i. Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
   ii. Any change to Technology Readiness Level.
   iii. Any significant change to risk events (including both potential and realized events) or to risk management strategies.
   iv. Failure to meet a milestone or milestones; any dependencies should be adjusted.
   v. Any changes to partnerships.
   vi. Any significant change to facilities or other project resources.
   vii. Any other incident that has the potential for high visibility in the media.

2. **Content of revised PMP**

   Project Title: The DOE award number and project title
   Recipient Organization: Official name of the recipient organization

Principal Investigator: The name and title of the project director/ principal investigator
Date of Plan: The date the plan or plan revision was completed

The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.

a. Executive Summary:
Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high-level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).

b. Technology Readiness Levels (TRLs):
Identify the readiness level of the technology associated with the project as well as the planned progression during project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified. Guidance on TRL levels can be found here: https://www.energy.gov/eere/funding/downloads/guidance-documents.

c. Risk Management:
Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.

d. Milestone Log:
Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.

Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- The actual status and progress of the project,
- Specific progress made toward achieving the project's milestones, and
- Any proposed changes in the project's schedule required to complete milestones.

e. Funding and Costing Profile:

Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also, a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item 4 above) and Project Timeline (Item 6 below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.

f. Project Timeline:

Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item 4 above). The timeline should also show the relationship to the Project Costing Profile (Item 5 above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.

g. Success Criteria at Decision Points:

Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criteria. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.

h. Key Partnerships, Teaming Arrangements and Team Members:

Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.

i. Facilities and Resources:
Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.

j. Communications Management:
Describe the communications needs and expectations for the project team members. The communications plan may be simple or detailed, depending on the complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.

k. Change Management:
Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

F. Special Status Reports

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

The prime recipient is required to report the following events to EERE:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE award;

2. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the EERE award;

3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;

4. Any improper claims or excess payments arising out of or relating to work under the

award;

5. Potential or actual violations of the cost share requirements under the award;

6. Potential or actual noncompliance with EERE or DOE reporting requirements under the award;

7. Potential or actual violations of the lobbying restrictions in the award;

8. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;

9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;

10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;

11. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;

12. Any event which is anticipated to cause a significant schedule slippage or cost increase;

13. Any damage to Government-owned equipment in excess of $50,000;

14. Developments that have a significant favorable impact on the project; and,

15. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

G. Continuation Application

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. The continuation application should be submitted at least ninety (90) calendar days before the end of each budget period, or as specified in the Special Terms and Conditions of the award.

H. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. Award Management Reporting

A. **Participants and Collaborating Organizations**
(Research Performance Progress Report, Section 4)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) only when there has been a change to Participants and Collaborating Organizations.

The information requested in this report was previously included in Section 4, Participants and Collaborating Organizations, in the Research Performance Progress Report (RPPR).

1. Who has been involved?
Agencies need to know who has worked on the project to gauge and report performance in promoting partnerships and collaborations. The following information on participants and other collaborating organizations was provided during award negotiations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within 30 calendar days after the end of the quarterly reporting period in which the change occurred.

a. What individuals have worked on the project?
Provide the following information for: (1) Project director(s)/Principal investigator(s) (PDs/PIs); and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). Please note that such reporting does not constitute a formal institutional report of effort on the project, but rather is used by agency program staff to evaluate the progress of the project during a given reporting period.

i. Provide the name and identify the role the person played in this project.
Indicate the total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project. Using the project roles identified below, select the most senior role in which the person worked on

the project for any significant length of time. For example, if an undergraduate student graduated, entered graduate school, and continued to work on the project, show that person as a graduate student, preferably explaining the change in involvement.

ii. Project Roles:

PD/PI
Co PD/PI
Faculty
Community College Faculty
Technical School Faculty
K-12 Teacher
Postdoctoral (scholar, fellow or other postdoctoral position)
Other Professional
Technician
Staff Scientist (doctoral level)
Statistician
Graduate Student (research assistant)
Non-Student Research Assistant
Undergraduate Student
Technical School Student
High School Student
Consultant
Research Experience for Undergraduates (REU) Participant
Other (specify)

iii. Describe briefly how this person contributed to this project.

If information is unchanged from a previous progress report, provide the name only and indicate "no change."

iv. Identify the person's state, U.S. territory, and/or country of residence.

State whether this person has collaborated internationally.
If the participant was U.S.-based, state whether this person collaborated internationally with an individual located in a foreign country and specify whether the person traveled to the foreign country as part of that collaboration, and, if so, what the duration of stay was. The foreign country(ies) should be identified.

If the participant was not U.S.-based, state whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, what the duration of stay was. The destination country should be identified.

Example:

- Name: Mary Smith
- Total Number of Months: 5.5
- Project Role: Graduate Student
- Researcher Identifier: 1234567
- Contribution to Project: Ms. Smith has performed work in the area of combined error-control and constrained coding.
- State, U.S. territory, and/or country of residence: Michigan, U.S.A.
- Collaborated with individual in foreign country: Yes
- Country(ies) of foreign collaborator: China
- Travelled to foreign country: Yes
- If traveled to foreign country(ies), duration of stay: 5 months

b. What other organizations have been involved as partners?

Describe partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project. Partner organizations may provide financial or in-kind support, supply facilities or equipment, collaborate in the research, exchange personnel, or otherwise contribute.

Provide the following information for each partnership:

- Organization Name:
- Location of Organization: (if foreign location list country)
- Partner's contribution to the project: (identify one or more)
  - Financial support;
  - In-kind support (e.g., partner makes software, computers, equipment, etc., available to project staff);
  - Facilities (e.g., project staff use the partner's facilities for project activities);
  - Collaborative research (e.g., partner's staff work with project staff on the project);
  - Personnel exchanges (e.g., project staff and/or partner's staff use each other's facilities, work at each other's site); and
  - Other.
- More detail on partner and contribution (foreign or domestic).

c. Have other collaborators or contacts been involved?

Some significant collaborators or contacts within the recipient's organization may not be covered by "What people have worked on the project?" Likewise, some significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?"

For example, describe any significant:

- Collaborations with others within the recipient's organization, especially interdepartmental or interdisciplinary collaborations;
- Collaborations or contact with others outside the organization; and
- Collaborations or contacts with others outside the United States or with an international organization.

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

It is likely that many recipients will have no other collaborators or contacts to report.

B. Current and Pending Support

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within thirty (30) calendar days only when there is a change to Current and Pending Support (i.e., new PI or senior/key personnel join the project or there are changes to previously submitted current and pending disclosures for this Award)

Applicable for all awards issued after 10/01/2021. For awards issued prior to 10/01/21, refer to your award Terms and Conditions for applicability.

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. Throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

If there has been a change that would prompt the submission of a new or updated current and pending support disclosure, the instructions to complete the new or updated disclosure is listed below.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid;

provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

> I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENcv), a cooperative venture maintained at https://www.ncbi.nlm.nih.gov/sciencv/, and is also available at https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf. The

use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

C. Demographic Reporting

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 days after issuance of award

DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS
(Research Performance Progress Report, Appendix)

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Principal Investigator and Business Contact with the understanding that the submission of this report is mandatory for awards made after 03/01/2022. There are no adverse consequences for responding "Do not wish to provide" in any question. Principal Investigators and Business Contacts of awards made prior to 03/01/2022 are encouraged, but not required, to submit demographic reporting. Confidentiality of demographic data will be in accordance with agency's policy and practices for complying with the requirements of the Privacy Act.

Gender:
- Male
- Female
- Do not wish to provide

Ethnicity:
- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide

Race (select one or more):
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide

Disability Status:

- Yes (check yes if any of the following apply to you)
  - Deaf or serious difficulty hearing
  - Blind or serious difficulty seeing even when wearing glasses
  - Serious difficulty walking or climbing stairs
  - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms.

E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 5 calendar days of the event or as specified

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above $5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms.

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the EERE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

F. Uniform Commercial Code (UCC) Financing Statements

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is $5,000 or more, and the federal share of the financial assistance agreement is more than $1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."

- Federal Award Identification Number (e.g., DE-EE000XXXX)

G. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to $30,000.

H. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • PricingGroup@netl.doe.gov (if NETL is Cognizant) Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.

Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

I. DOE For-Profit Compliance Audit

Submit to:	Email a copy of the annual DOE For-Profit Compliance Audit to: • DOE-Audit-Submission@hq.doe.gov and • The DOE Contracting Officer • For awards administered by the DOE NETL Office, also email a copy to PricingGroup@netl.doe.gov
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 910, Subpart F, a For-Profit entity which expends $750,000 or more during the non-federal entity's fiscal year in DOE awards must have a compliance audit conducted for that year.

The DOE For-Profit Compliance Audit must be conducted in accordance with the regulations at 2 CFR 910.500-521 and must refer to the appropriate regulations used by the auditor in their examination.

The compliance audit report must be submitted, along with audited financial statements, if required and available.

J. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx

Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

III. Closeout Reporting

A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a Final Scientific/Technical Report to DOE for all projects.

The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.

Content: Research findings and other significant scientific and technical information (STI) resulting from the DOE-sponsored projects shall be included in the final scientific/technical report, subject to the following provisions:

1. The scientific/technical report is to cover the entire period of performance. For Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.

2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, http://www.osti.gov/pages/) are accessible to the public.

3. Provide identifying information: the EERE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.

4. Include the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties).

5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.

6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to http://www.osti.gov/stip/standards for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.

7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.

8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see http://www.osti.gov/stip/standards).

Electronic Submission Process: The final scientific/technical report must be submitted via the DOE Energy Link System (E-Link) with a completed electronic version of DOE Announcement Notice (AN) 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." The recipient can complete, upload, and submit the DOE AN 241.3 online via E-Link (https://www.osti.gov/elink-2413).

The recipient must mark the appropriate block in the "Intellectual Property/Distribution Limitations" Section of the DOE AN 241.3. Reports that are electronically uploaded must not contain any limited rights data (proprietary data), classified information, protected PII, information subject to export control classification, or other information not subject to release. During the upload process, the recipient must self-certify that no content of this nature is being submitted. For assistance with reports containing such content, contact the Contracting Officer.

For more information, please see the Final Technical Report FAQs https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports.

B. Invention Certification (DOE F 2050.11)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient is required to submit an Invention Certification DOE F 2050.11. The Invention Certification form is available at http://energy.gov/eere/funding/eere-funding-application-and-management-forms.

The Invention Certification must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

For more information, please see the Intellectual Property Reporting FAQs https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports.

C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above $5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at http://energy.gov/eere/funding/eere-funding-application-and-management-forms.

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the EERE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

D. Verification of Receipt of Accepted Manuscripts

Recipients are required to submit Accepted Manuscripts of Journal Articles resulting in whole or in part from an EERE-funded project to E-Link (See section 1.C.1. Accepted Manuscript of Journal Article).

As part of the closeout process, EERE will verify that all accepted manuscripts have been submitted. Recipients are required to submit all missing accepted manuscript before closeout is finalized.

E. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

IV. Post-Project Reporting

A. Scientific and Technical Reporting

Scientific and Technical Reporting requirements as outlined in **I.C. Scientific and Technical Reporting** remain applicable after the award ends. If the recipient has created Scientific and Technical Information (STI) such as publications, conference products, technical reports, book chapters, etc. which include information/data produced under the award, they are required to submit this document to https://www.osti.gov/elink/forms.jsp. Recipients must continue to include proper EERE Acknowledgement and Legal Disclaimer language in all STI (https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties). Please see section **I.C. Scientific and Technical Reporting** for additional information on submissions.

Note that after the project ends, recipients are no longer required to submit notification of STI directly to EERE.

B. Intellectual Property Reporting

Intellectual Property Reporting requirements as outlined in **I.D. Intellectual Property Reporting** remain applicable after the award ends.

Recipients are required to continue submitting intellectual property reports, as applicable, to iEdison https://public.era.nih.gov/iedison.

Note that after the project ends, recipients are no longer required to submit notification of intellectual property directly to EERE.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain EERE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for up to five years after the data is produced ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data as set forth in the IP clause set of the award agreement.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to EERE, the recipient should review the award agreement. In most EERE awards, the recipient should not deliver any limited rights data to EERE if the recipient wants to protect the Limited Rights Data. If the EERE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to EERE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Applicant Name: City of Las Cruces Award Number: DE-EE0010127.0000 Attachment 3

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity	Catalog of Federal Domestic Assistance Number	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1. Budget Period 1				$200,000.00	$200,000.00	$400,000.00
2. Budget Period 2				$0.00	$0.00	$0.00
3. Budget Period 3				$0.00	$0.00	$0.00
4.						
5. Totals				$200,000.00	$200,000.00	$400,000.00

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	Budget Period 1	Budget Period 2	Budget Period 3		
a. Personnel	$0.00	$0.00	$0.00		$0.00
b. Fringe Benefits	$0.00	$0.00	$0.00		$0.00
c. Travel	$0.00	$0.00	$0.00		$0.00
d. Equipment	$0.00	$0.00	$0.00		$0.00
e. Supplies	$0.00	$0.00	$0.00		$0.00
f. Contractual	$400,000.00	$0.00	$0.00		$400,000.00
g. Construction	$0.00	$0.00	$0.00		$0.00
h. Other	$0.00	$0.00	$0.00		$0.00
i. Total Direct Charges (sum of 6a-6h)	$400,000.00	$0.00	$0.00		$400,000.00
j. Indirect Charges	$0.00	$0.00	$0.00		$0.00
k. **Totals** (sum of 6i-6j)	$400,000.00	$0.00	$0.00		$400,000.00
7. Program Income					$0

SF-424A (Rev. 4-92)
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DE-EE0010127.0000
Attachment 4

Intellectual Property Provisions (NRD-821)
Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

APPLICATION TRANSFER AGREEMENT

Mesilla Valley Community of Hope (Transferor) duly organized and existing under the laws of New Mexico, with its principal office in Las Cruces, New Mexico; City of Las Cruces (Transforee) duly organized and existing under the laws of New Mexico, with its principal office in Las Cruces; and the United States of America (Government), enter into this Application Transfer Agreement (Agreement) in accordance with the terms set forth below.

WHEREAS, on or about May 5, 2022, the Government, selected Transferor for negotiations for a grant based on the Application titled Mesilla Valley Community of Hope Solar Parking Structure, hereinafter referred to as "Application."

WHEREAS, the Transferor and Transferee have requested that the Application be assigned to the Transferee as a result of the ownership of the property being the City of Las Cruces, which leases the property to Mesilla Valley Community of Hope; and as a home-ruled municipality owns all permanent improvements to the property; implements all such improvements through the City's Procurement Code process, which meets federal regulations; and provides construction management services for the property; and

NOW, THEREFORE, in consideration of these facts, guarantees and representations, and other good and valuable consideration, the parties agree that by this Agreement:

1. The Transferee has assumed all obligations and liabilities of the Transferor under the Application by virtue of the above transactions.
2. The Transferee is in a position to fully perform all activities described in the Application and any additional representations contained in the Transferee's Recipient Change Request Questionnaire attached hereto as Exhibit A.
3. It is consistent with the Government's interest to recognize the Transferee as if it had submitted the Application.
4. The Transferor confirms its assignment of the Application, and all of its rights and responsibilities represented therein, to the Transferee. The Transferor waives any claims and rights against the Government and Transferee that it now may have and any perspective rights in the future in connection with the Application.
5. The Transferee agrees to be bound by all representations made in the Application.
6. The Transferee ratifies all previous actions taken by the Transferor with respect to the Application, with the same force and effect as if the action had been taken by the Transferee.

7. The Government recognizes the Transferee as the Transferor's successor-in-interest in and to the Application.
8. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor or Transferee.
9. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of the Application, this Agreement, or any other pre-award costs associated with this Application.
10. The Government's execution of this Agreement does not constitute approval by the Government of the terms or conditions of the documents submitted by the Transferor and Transferee in support of their request to assign the Application.
11. Transferee agrees to negotiate for an award based on the Application herein and understands that if negotiations fail, Transferee will not receive an award and will be not be entitled to any award funding.
12. This Agreement will take effect as of the date the Government formally executes the Agreement incorporates this Agreement.

THE UNITED STATES OF AMERICA

Danela Garcia

Digitally signed by Danela Garcia
Date: 2022.11.22 10:50:45 -07'00'

By _____ Date:_____

Title: Contracting Officer for the Department of Energy

TRANSFEROR:

By _____ Date: 9.26.22
Nicole Martinez

Title Executive Director, Mesilla Valley Community of Hope / Adobe Inc.

CERTIFICATE

I, Mary Prentice, certify that I am the President of the Board of the TRANSFEROR CORPORATION; that Nicole Martinez, who signed this Agreement for this corporation, was then Executive Director of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

By: _____ Date: 9-27-22
Mary Prentice,

Title: President, Mesilla Valley Community of Hope / Adobe Inc.

TRANSFEREE:

By _____ Date: 10/31/22

Ifo Pili

Title __City Manager, City of Las Cruces _____

CERTIFICATE

I, __Christine Rivera_____, certify that I am the City Clerk of TRANSFEREE CORPORATION; that _Ifo Pili____, who signed this Agreement for this corporation, was then _City Manager___ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 1 day of November 2022

By Christine Rivera

[CORPORATE SEAL]

Exhibit A

Recipient Change Request Questionnaire

Special Terms and Conditions

City of Las Cruces ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in the Attachments to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Application Transfer Agreement

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as amended by 2 CFR Part 910 at http://www.eCFR.gov.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by EERE.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether

the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

E. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its federal stewardship or substantial involvement.

Term 7. Foreign National Participation

A "foreign national" is defined as any person who is not a U.S. citizen by birth or naturalization.

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE's determination to deny participation or access is not appealable.

Term 8. Post-Award Due Diligence Reviews

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Term 9. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 10. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the Recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 12. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal

agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 13. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 14. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Solar Energy Technologies Office, Congressionally Directed Spending Project, Award Number DE-EE0010127."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views

of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The Award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 15. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 16. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for for-profit recipients.

Term 17. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for for-profit recipients.

Term 18. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a federal award will conditionally vest upon acquisition in the non-federal entity. The non-federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or by the federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-federal entity must obtain disposition instructions from DOE or pass-through entity.

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a federal award. Also see 2 CFR 910.360 for additional requirements for real property for for-profit recipients.

Term 19. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a federal award will conditionally vest upon acquisition with the non-federal entity. The non-federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a federal award is no longer needed, the non-federal entity must obtain disposition instructions from DOE or pass-through entity.

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a federal award. Also see 2 CFR 910.360 for additional requirements for equipment for for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 20. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a federal award must be held in trust by the non-federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

Term 22. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 23. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit or review the Recipient's financial records or administrative records relating to this Award at any time. Audits or reviews may be performed to determine if the Recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 24. Site Visits and Recipient Administrative Organizational Reviews

EERE's authorized representatives have the right to make site visits and conduct Recipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance, as appropriate. The Recipient must provide, and must require its subrecipients and contractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. EERE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

Subpart B. Financial Provisions

Term 25. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 26. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share $ / %	Recipient Cost Share $ / %	Total Estimated Project Costs
$ 200,000 / 50%	$ 200,000 / 50%	$ 400,000

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

B. Cost Share Obligation If Award Terminated or Discontinued

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

C. Source of Cost Share

The Recipient may not use federal funds to meet its cost sharing obligations, unless otherwise allowed by federal law.

D. Inability to Comply with Cost Sharing Obligations

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

Term 27. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. At the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 28. Allowable Costs

EERE determines the allowability of costs in accordance with 2 CFR Part 200 as amended by 2 CFR Part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 29. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other federal-federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:
The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. EERE will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other federally-sponsored project.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates
EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout
The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 30. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must use the program income to meet its cost sharing requirement.

Term 31. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment.

The Recipient must notify the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying federal, non-federal, and total amounts.
- SF-270.

- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., federal share or Recipient share) and equipment offered as cost share.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, contractor quotes, and other expenditure explanations that justify the payment requests.

Term 32. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in

Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 33. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE-owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 34. Insolvency, Bankruptcy or Receivership

The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.

Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.

Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 35. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

i. *Applicability*. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds $30,000 in federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. *Where and when to report*.

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to https://www.fsrs.gov.

2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7 the obligation must be reported no later than December 31.)

iii. *What to report*. The Recipient must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives

i. *Applicability and what to report*. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

1. The total federal funding authorized to date under this Award equals or exceeds $30,000 as defined in 2 CFR 170.320;

2. In the preceding fiscal year, the Recipient received;

a. 80 percent or more of the Recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

ii. *Where and when to report*. The Recipient must report executive total compensation described in paragraph B.i. of this award term:

1. As part of the Recipient's registration profile at https://www.sam.gov.

2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

i. *Applicability and what to report*. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

1. In the subrecipient's preceding fiscal year, the subrecipient received:

a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards).

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

ii. *Where and when to report*. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:

1. To the recipient.

2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

i. Subawards; and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

i. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

iv. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this award; and

2. Is accountable to the Recipient for the use of the federal funds provided by the subaward.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.

2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (*e.g.,* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for

the executive exceeds $10,000.

Term 36. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.

3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the federal funds provided by the subaward.

Term 37. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 38. Subrecipient and Contractor Approvals

A. *At Risk Notice.* The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subrecipients/activities/contractor listed in paragraph B. below. Since the contractor cost is for $250,000 or more, the Recipient must submit vendor quotes and purpose/need. The Recipient is restricted from expending project funds (i.e., federal share and Recipient share) on the subrecipients' and/or contractors' supporting the tasks identified in paragraph B. below unless and until the Contracting Officer provides written approval. At its discretion, EERE may not reimburse costs incurred prior to the date of any such written approval by the Contracting Officer.

B. Contracting Officer approval as set out above is required for the following:

Task #	Activity and Subrecipients / Contractor	Total Amount ($)
2	TBD Contractor for construction and connection of solar powered carport(s)	$400,000

The Contracting Officer may require additional information concerning these tasks prior to providing written approval.

C. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph B. above for allowable costs incurred, or EERE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

Term 39. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR Part 200 as amended by 2 CFR Part 910, nor does it relieve the Recipient from its obligation to comply with applicable federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, at a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 40. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 41. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the federal government;
ii. Reached its final disposition during the most recent five-year period; and
iii. Is one of the following:
    1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
    2. A civil proceeding that resulted in a finding of fault and liability and

payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes:

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a federal award and options, even if not yet exercised.

Term 42. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls."

The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this Award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 43. Current and Pending Support

A. Definitions

For purposes of this term, the following definitions are applicable:

i. **Current and pending support** – (a) All resources made available, or expected to be made available, to an individual in support of the individual's RD&D efforts, regardless of (i) whether the source is foreign or domestic; (ii) whether the resource is made available through the entity applying for an award or directly to the individual; or (iii) whether the resource has monetary value; and (b) includes in-kind contributions requiring a commitment of time and directly supporting the individual's RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in NSPM-33: For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment,

supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.

ii. **Foreign Government-Sponsored Talent Recruitment Program** – An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to United States entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

iii. **Senior/key personnel** – an individual who contributes in a substantive, meaningful way to the scientific development or execution of a research, development, and demonstration (RD&D) project proposed to be carried out with DOE award.[2]

B. Disclosure Requirements

Prior to award, the Recipient was required to provide current and pending support disclosure statements and a Curriculum Vitae (CV) or Biosketch for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. In accordance with the Federal Assistance Reporting Checklist, throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and

[2] Typically, these individuals have doctoral or other professional degrees, although individuals at the masters or baccalaureate level may be considered senior/key personnel if their involvement meets this definition. Consultants, graduate students, and those with a postdoctoral role also may be considered senior/key personnel if they meet this definition.

senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) calendar days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) calendar days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All involvement with foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.

To identify overlap, duplication of effort, or synergistic efforts, append a description of the other award or activity to the current and pending support.

Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE upon request to either the applicant institution or DOE. Supporting documents of any identified source of support must be provided to DOE on request, including certified translations of any document.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum

Vita (SciENcv), a cooperative venture maintained at https://www.ncbi.nlm.nih.gov/sciencv/, and is also available at https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. Currently, the federal research agencies, including DOE, are working on a common disclosure form for current and pending support. At such time that the common disclosure form is published for use, the information may be provided in the common form.

Each PI and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

> I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3733 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above. If the online version is used in SciENcv, a signature, date, and a certification statement must be attached until the SciENcv website automatically attaches a certification statement.

Term 44. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 45. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 46. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 47. Participants and Other Collaborating Organizations

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred:

A. What individuals have worked on the project

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

i. Name
ii. Organization
iii. Job Title

iv. Role in the project
v. Start and end date (month and year) working on the project
vi. State, U.S. territory, and/or country of residence
vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
viii. If yes to vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

B. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

Term 48. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects.

Term 49. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

> The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 50. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this Award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished

infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and contractors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids

received for domestic products in response to a solicitation; and

- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 51. Prohibition related to Foreign Government-Sponsored Talent Recruitment Programs

a. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award.

The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign*

Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

b. Definitions

1. Foreign Government-Sponsored Talent Recruitment Program.
An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. Foreign Country of Risk.
DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Term 52. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec.

Additionally, for construction projects valued at $35 million or more and lasting more than one year, recipients, subrecipients, contractors, and subcontractors may be selected by OFCCP to participate in the *Mega Construction Project Program*. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see https://www.dol.gov/agencies/ofccp/construction/mega-program.

Term 53. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 54. Transparency of Foreign Connections

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;

2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the Recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

Term 55. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign entities, organizations, and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations, and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations,

organizations, and governments in which has entered in connection with its DOE-funded award scope.

c. In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	NM-2023-043-00
Temporary Application Number	1580-2023-1
Award Name	1580 Las Cruces FFY 2022 Section 5339 Discretionary Buses and Bus Facilities Award - Transit Operations and Maintenance Facility Additional Construction Funding
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	9/22/2023	
Original Period of Performance End Date	12/31/2024	
Current Period of Performance End Date	12/31/2024	Revision #: 0

Budget Period Start Date	9/22/2023
Budget Period End Date	12/31/2024

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	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: 1580 Las Cruces FFY 2022 Section 5339 Discretionary Buses and Bus Facilities Award - Transit Operations and Maintenance Facility Additional Construction Funding

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2023-043-00	Active (Executed)	Grant	Region 6	3/1/2023	3/1/2023	No

Award Executive Summary
This grant uses the Federal Fiscal Year 2022 Section 5339 Bus and Bus Facilities competitive award D2022BUSC134/ D2022BUSC135 (award $2,170,214; local match $542,554, total $2,712,768). This grant will have two activities. The first activity will be to complete the full build-out of the City of Las Cruces' (City's) Transit Operations and Maintenance Facility, located at 2340 Westgate Avenue, Las Cruces NM ($2,061,703 FTA, local match $515,426, total $2,577,129).. For the second activity, five percent (5%) of the award ($108,511 FTA, local match $27,128, total $135,639) will be used to purchase a driving simulator to train mechanics and operators how to efficiently drive the new electric buses; this is to meet the workforce development requirement of the award.

The new facility, slated for substantial completion by August 2024, will replace an aging small facility located at 1501 E Hadley Avenue in Las Cruces NM that was built in 1988. The new fully built out facility will be a modern vehicle maintenance facility with additional maintenance bays, space for demand response and fixed route operational staff, better amenities for transit operators including lockers and showers, a fueling/lubrication building, and an electric vehicle charging system for battery electric buses the first of which arrived in July 2023. Most importantly, this also includes also the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov. The facility including the vehicle wash and equipment will have a useful life of at least 30 years.

A temporary charging station will be completed and will be ready when the buses arrive. This includes the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov. The City will add the funding from this Bus and Bus Facility award to the construction contract that was awarded 8/22/2022. This award is expected to allow completion of a full build-out of the new facility.

The budget and funding sources for this entire project is provided as an attachment to this grant. This attachment shows the grant numbers of the other FTA grants including the exact amount of FTA funding, local funding, and other funding that is being applied to this project. The City is providing the required 20% cash match for this project the amount of $542,554 from the City's most recent 2020 Hold Harmless Tax fund.

The City will comply with the statutory requirements in FTA Circular 4220.1F, Third Party Contracting Guidance, as they apply to competitive procurements and contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program.

The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b). In addition to FTAs Buy America requirements under 49 U.S.C. 5323(j) and 49 CFR Part 661, which require that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States, the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement, Section 15. The BABA requirements for construction materials applies to this grant, in addition to the Buy America requirements, except to the extent a waiver of either requirements may apply.

Because this project includes a battery electric bus charging facility, 5% of the project is set aside for workforce development activities. The initial funding application did not include a workforce development component, but in early July 2022, FTA requested that this be added to the funding requested because the charging infrastructure triggered this requirement. The City had a couple of days to respond and decided on a project to partner with the local community college for an internship training program for BEB's mechanics. The total workforce component of this award is $135,639, which is $108,511 FTA funded and matched locally with $27,128. Unfortunately, there was not time to fully vet this plan. It was later learned that an internship program would be in conflict with existing employee development and promotion process that is in the labor union contract with the covered maintenance employees.

In order to meet the workforce development requirement in the grant, the City will instead meet this requirement by purchasing a driving simulator that will be a piece of equipment in the new facility; the email string with FTA's concurrence that this action is acceptable is attached. The City also has a workforce development component in the FY2022 Low No award the City received for the purchase of seven (7) battery electric buses (BEBs). The proposed activity in that application included maintenance and driver training on battery electric buses and the driving simulator. The simulator will used to train drivers and maintenance staff on the battery electric buses (BEBs). Because the cost of the driving simulator proposed in the Low No grant has increased, the City proposes to use all of the funding dedicated to workforce development in the Bus and Bus Facility award plus some of the workforce development budget in the Low No award towards the purchase of the driving simulator. This will free up more of the Low No workforce development budget to be used solely for maintenance and driver staff training. Documentation is attached to this application showing the email string where FTA approved getting the driving simulator for the workforce development requirement of this grant.

Documentation that this program is in the New Mexico Statewide Transportation Improvement Program (e-STIP) is attached to this grant as a screenshot of e-STIP project TL00130.

Pre-award authority back to the announcement of project selection on August 18, 2002, was selected because the City of Las Cruces/RoadRUNNER Transit Agency has entered into a construction contract on 8/22/2022 for $21,949,633 to begin the construction of this $26+ million project in October 2022. The City wishes to amend the contract with funds from this application to achieve the full build-out of the project. No expenses have been incurred that are specifically related to this award.

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 directly allocated these funds and is eligible to 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
this grant award will be used to complete the construction of the City's Transit Operations and Maintenance Facility located at 2340 Westgate Avenue, Las Cruces NM. An architectural overview of the project is attached to this grant.

Five percent (5%) of the funds will be used to purchase a driving simulator to help drivers and maintenance staff learn how to efficiently operate battery electric buses.

Activities to be performed:
Completion of construction of a new transit operations and maintenance facility, located at 2340 Westgate Avenue, Las Cruces NM, that will replace an aging small facility located at 1501 E Hadley Avenue in Las Cruces NM. The construction contract for the facility construction was signed on August 22, 2022, and the purchase order was completed on October 7, 2022. Construction of the new facility started October 24, 2022 and will be completed by July 2024. When fully built out, the new facility will include a modern vehicle maintenance facility with additional maintenance bays, space for demand response and fixed route operational staff, better amenities for transit operators including lockers and showers, a fueling/lubrication building, a vehicle wash facility, and parking for vehicles to include an AC charging system for battery electric buses which are anticipated to arrive in May 2023. The charging station component of this facility is the first to be completed and will be ready when the buses arrive. The City will add the funding from this Bus and Bus Facility award to the construction contract. This award is expected to allow completion of a full build-out of the new facility.

Because this project includes a battery electric bus charging facility, 5% of the project is set aside for workforce development activities. The initial funding application did not include a workforce development component, but in early July 2022, FTA requested that this be added to the funding requested because the charging infrastructure triggered this requirement. The City had a couple of days to respond and decided on a project to partner with the local community college for an internship training program for BEB's mechanics. The total workforce component of this award is $135,639, which is $108,511 FTA funded and matched locally with $27,128. Unfortunately, there was not time to fully vet

this plan. It was later learned that an internship program would be in conflict with existing employee development and promotion process that is in the labor union contract with the covered maintenance employees.

In order to meeting the workforce development requirement in the grant, the City will instead meet this requirement by purchasing a driving simulator that will be a piece of equipment in the new facility. The City also has a workforce development component in the FY2022 Low No award the City received for the purchase of seven (7) battery electric buses (BEBs). The proposed activity in that application included maintenance and driver training on battery electric buses and the driving simulator. The simulator will used to train drivers and maintenance staff on the battery electric buses (BEBs). Because the cost of the driving simulator proposed in the Low Now grant has increased, the City proposes to use all of the funding dedicated to workforce development in the Bus and Bus Facility award plus some of the workforce development budget in the Low No award towards the purchase of the driving simulator. This will free up more of the Low No workforce development budget to be used solely for maintenance and driver staff training.

Expected outcomes:
a state-of-the-art operations and maintenance facility that will provide quality support for public transit operations for decades. The workforce development component of this project will result in a driving simulator that will train drivers and mechanics in the most efficient driving methods for BEBs.

Intended beneficiaries:
intended beneficiaries are the citizens and bus riders of Las Cruces. This will be a modern facility that will meet the operating and maintenance needs of the City of Las Cruces for the next several decades. Other beneficiaries include roadrunner staff, who will have facility that can function efficiently for the next several decades. Additionally, through the acquisition of a driving simulator, transit drivers and mechanics will have a tool for years to come to help them learn how to efficiently drive BEBs.

Subrecipient Activities:
N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	heriberto.chavarria@dot.gov	Program Management Specialist		
	tony.ogboli@dot.gov	Community Planner		
Michael	Bartholomew	City Transit Director	mbartholomew@las-cruces.org	5755412537

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Competitive	5339-3	20526	$2,170,214
Local			$542,554
Local/In-Kind			$0
State			$0
State/In-Kind			$0

Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,712,768**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2023-043-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	$2,170,214.00	$542,554.00	$2,712,768.00	1
NM-2023-043-01-00	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$108,511.00	$27,128.00	$135,639.00	1
NM-2023-043-01-00	11.43.02	CONSTRUCT - MAINTENANCE FACILITY	$2,061,703.00	$515,426.00	$2,577,129.00	0

Discretionary Allocations

Discretionary ID	Project Title	Amount Applied	FAIN	Congressional Release Date
D2022-BUSC-134	City of Las Cruces RoadRUNNER Transit Maintenance & Operations (RRTM&O) Facility Full Build Construction	$1,060,563	NM-2023-043-00	8/10/2022
D2022-BUSC-135	City of Las Cruces RoadRUNNER Transit Maintenance & Operations (RRTM&O) Facility Full Build Construction	$1,109,651	NM-2023-043-00	8/10/2022

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-34-0030	NM-2023-043-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	350000	New Mexico	2022.24.34.BC.1	00	Section 5339 Bus and Buses Facilities – Discretionary Grants	$2,170,214	$2,170,214

Part 3: Project Information

Project Title: Full build out of the Transit Operations and Maintenance Facility Currently under construction.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2023-043-01-00	1580-2023-1-P1	3/8/2023	6/30/2023	12/31/2024

Project Description

Construction began on October 24, 2022 for a new Transit and Maintenance Operations facility that is designed to be part of a larger Municipal Operations Center that will include other City operational functions. The new facility will replace an aging one, built in 1987 and located at 1501 Hadley Avenue in Las Cruces NM, which has been outgrown, is too small, and is in substandard condition. The new facility, which is located on 2340 Westgate Avenue in Las Cruces NM, is already substantially funded including by funding from FTA grants NM-2022-007, NM-2022-006, NM-2020-036, NM-2021-005, NM2023-001, and NM-2023-002l the exact amount that each grant is contributing to this project is show in the attachment to this grant. Funding for this grant request using the FT2022 competitive Bus and Bus Facility award has will be used toward the construction phase of this project and allow the City to complete the full build-out of the facility, including completing the vehicle wash facility. The Transit facility that this grant will fund will include space for the RoadRUNNER Transit and Dial-a-Ride operations and associated vehicle maintenance and storage. The facility will have generous space for expansion including the needed charging stations for the planned electric buses and expansion of the electric fleet; the first five electric buses are anticipated to arrive in May 2023. The anticipated completion of construction is June 30, 2024. The facility will include a sufficiently sized parts room dedicated to transit maintenance that will allow for storage of parts and equipment to expedite vehicle repairs and regular preventive maintenance. This will allow, should it be necessary, the maintenance shop to run 24-hours a day. Six universal bays will be a part of the facility to accommodate all types of vehicles in the Transit fleet. The design includes the following elements not currently available to staff: a large wash bay; larger fueling area with multiple types of fuel and lubricant pumps; training rooms for transit staff; a separate private dispatch area; offices for supervisors and staff; a break room for staff and drivers with seating, showers, and full-sized lockers; improved breakroom, seating, showers, and locker for maintenance staff; secure parking for the fleet; and ample parking for the staff and visitors.

Project Benefits

The current maintenance and operations facility is at capacity, with no parking spaces left unused, and no room for expansion. This limited space requires outsourcing maintenance on the 35’ vehicles and, because the facility is also too small to house a parts room, parts must be ordered from various vendors on an as-needed basis which adds to the amount of time vehicles are out of service. There are times that our maintenance staff works on vehicles outside of the shop because they have no room to bring the vehicle inside. The small fuel island has only one fuel pump for diesel and no unleaded pumps. This requires staff to travel to a different facility to fuel vehicles that use gasoline. The new facility will eliminate these problems and allow for expansion of Transit over the next 30 years.

The new facility will be the location of the charging infrastructure for the battery electric buses that are anticipated to arrive in March and April 2023. Construction of the charging facility has priority in the project and will be ready when the electric buses arrive.

Additional Information

The full construction design of this facility is complete. A contract for a project construction manager was awarded EMC on 2/18/2022. A contract for construction of the facility was awarded on 8/22/2022 to Bradbury-Stamm with the purchase order issued on October 4, 2022. Construction began on 10/24/ 2022. Substantial completion of this project will be 6/30/2024.

As noted in the Executive Summary, this project is also receiving funding from different FTA grants. The funding from this project will be applied to the constructions scope of work.

Documents showing an architectural overview and current identified project funding have been attached in TrAMS to this application.

These files have been attached as documents to the grant to support this application:
- Project funding and budget summary for the Maintenance and Operations Facility
- Architectural Overview of the Maintenance and Operations Facility

Location Description
This facility is being constructed at a City-owned site located at 2340 Westgate Avenue 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

State	District	Representative
New Mexico	2	Gabe Vasquez

Program Plan Information

STIP/TIP
Date: 3/8/2023
Description: Screenshot of Project TL00130 in the New Mexico eSTIP pertaining to the Operations and Maintenance Facility Project.

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
5339 – Buses and Bus Facilities Competitive	5339-3	20526	$2,170,214
Local			$542,554
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment			$0
Total Eligible Cost			**$2,712,768**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2023-043-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	$2,170,214.00	$542,554.00	$2,712,768.00	1
NM-2023-043-01-00	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$108,511.00	$27,128.00	$135,639.00	1
NM-2023-043-01-00	11.43.02	CONSTRUCT - MAINTENANCE FACILITY	$2,061,703.00	$515,426.00	$2,577,129.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
This ALI is to meet the 5% workforce development requirement of this funding. This will be used to partially fund a driving simulator that will be used to train drivers and maintenance staff, in particular of the skills needed to efficiently drive battery electric buses (BEBs). This piece of training equipment will be housed in the newly completed facility.

The capital training equipment exceeds $5,000 and has a useful life greater than 10 years.

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
5339 – Buses and Bus Facilities Competitive	5339-3	20526	$108,511
Local			$27,128
Local/In-Kind			$0
State			$0
State/In-Kind			$0

Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$135,639**

Milestone Name	Est. Completion Date	Description
Issue RFP for Driving Simulator	1/2/2024	Issue RFP for Driving Simulator
Award Contract for Driving Simulator	3/4/2024	Award Contract for Driving Simulator
Driving Simulator Delivered	8/5/2024	Driving Simulator Delivered
End Date	8/30/2024	Project Completed

Budget Activity Line Item: 11.43.02 - CONSTRUCT - MAINTENANCE FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.02	CONSTRUCT - MAINTENANCE FACILITY	CONSTRUCTION OF BUS SUPPORT EQUIP/FACIL	0

Extended Budget Description
This activity will allow the complete the full build-out of the City of Las Cruces' (City's) Transit Operations and Maintenance Facility, located at 2340 Westgate Avenue, Las Cruces NM ($2,061,703 FTA, local match $515,426, total $2,577,129).

The new facility, slated for substantial completion by August 2024, will replace an aging small facility located at 1501 E Hadley Avenue in Las Cruces NM that was built in 1988. The new fully built out facility will be a modern vehicle maintenance facility with additional maintenance bays, space for demand response and fixed route operational staff, better amenities for transit operators including lockers and showers, a fueling/lubrication building, and an electric vehicle charging system for battery electric buses, the first of which arrived in July 2023. Most importantly, this also includes also the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov. The vehicle wash building and equipment with have the same useful life as the entire facility which is 30 years.

This funding will use pre-award authority and will supplement the existing construction contract that was signed 8/22/2022.

The new facility, slated for substantial completion by August 2024, will replace an aging small facility located at 1501 E Hadley Avenue in Las Cruces NM that was built in 1988. The first five battery electric buses arrive in July 2023 and a temporary charging station will be completed by the end of August 2023. The permanent charging infrastructure will be completed with the substantial completion of the facility in August 2024.

A summary funding and budget information sheet is attached to this grant. The cost will include New Mexico Gross Receipts Tax (GRT). Estimated construction costs related specifically to this ALI is attached to this project. This will be primarily for the completion of the bus wash facility and associated utilities infrastructure.

The City of Las Cruces will own, operate and maintain the facility. The City has the processes and procedures in place to ensure satisfactory continuing control over the Federal Interest during the life span of the facility. The useful life of this new facility will be at least 30 years.

There is no work in-house being done with this project other than typical management oversight. Architectural and construction project management has been contracted out. We have no work that would require a force account plan. The City certifies that an Independent Cost Estimate (ICE) was performed before advertising for the construction contract and corresponding price analyses have been done. For any future contract change orders, the City will also perform necessary cost/price analyses in advance of a change order. The City will comply with the statutory requirements in FTA Circular 4220. 1F, Third Party Contracting Guidance, as they apply to competitive procurements and contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program.

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
5339 – Buses and Bus Facilities Competitive	5339-3	20526	$2,061,703
Local			$515,426
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,577,129**

Milestone Name	Est. Completion Date	Description
Amend grant funding into existing construction contract	6/30/2023	Construction contract is already in place and construction began 10/24/22.
Construction substantially completed	6/30/2024	Construction substantially completed.
Punchlist completion and certificate of occupancy	7/26/2024	Punchlist completion and certificate of occupancy
Project closeout	8/30/2024	Project closeout
Grant close out	12/31/2024	Grant close out

Project Environmental Findings

Finding: Class II(d) - Categorical Exclusions (D-List)

Class Level Description

Class II(d) 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. Class II(d) requires documentation.

Categorical Exclusion Description

Type 09: Other

Date Description	Date
Class IId CE Approved	2/14/2019

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.43.02	CONSTRUCT - MAINTENANCE FACILITY	0	$2,061,703.00	$2,577,129.00

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)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	1	$108,511.00	$135,639.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Tony Ogboli
Comment Type	Application Details
Date	3/29/2023
Comment	Executive Summary: The second sentence of the first paragraph of the Executive Summary states the following…. Most of this funding will be used to complete the full build-out of the City of Las Cruces' (City's) Transit Operations and Maintenance Facility, located at 2340 Westgate Avenue, Las Cruces NM (award $2,061,703, local match $515,426, total $2, 577,129). • For clarity and better understanding, please provide the paired/applicable “Grant Application Awarded #s" associated with your cited award funds identified in the parentheses. Providing just award amounts as referenced falls short of identifying the pertinent grant application award #. • BABA suggested language that a recipient can insert in the Executive Summary if construction materials are used in projects under a specific grant? “Construction materials used in projects under this grant are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).”

Comment By	Marisa Appleton
Comment Type	Application Details
Date	4/17/2023
Comment	The City of Las Cruces (the City) must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board’s ADA Accessibility Guidelines. Found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities Specifically, the City must comply with the ADA Standards for Transportation Facilities when constructing its Transit Operations and Maintenance Facility. The following is a non-exhaustive list of ADA standards that the City must comply with and document compliance of: • As required under DOT ADA Standard 206.4.1, the City must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible. • As required under DOT ADA Standard 810.10, for rail projects, the City must ensure that no flange way gap can be greater than 2.5” where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks). • As required under DOT ADA Standard 206.3, the City must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public. • As required under DOT ADA Standard 406.8, the City must ensure that curb ramps

will have detectable warnings.
• As required under DOT ADA Standard 810.2, the City must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96” long x 60” wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems.
• As required by DOT ADA Standard 810.5.3, the City must ensure that station platforms must be coordinated with the vehicle floor height.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Application Review Comments

Comment By	Tony Ogboli
Comment Type	Pre-Award Manager Returns Application
Date	8/5/2023
Comment	Comments for 1580-2023-1: Application documents o Upload the attached project selection document. o Upload the Project Supplemental form (Applicant and Proposal Profile). Under the Extended Budget Description: For all Facility Construction or Rehabilitation ALIs, include: A narrative explaining who will own, operate and maintain the facility and how XX (The Grantee) will ensure satisfactory continuing control over the Federal Interest during the life span of the facility. For work planned to be done in-house, please include a statement indicating that the grantee will have on file a force account plan and justification at the project level for work in excess of $1,000,000. Ensure independent cost estimates and corresponding cost/price analyses have and will be conducted. Include statement, XX certifies an independent cost estimate will be prepared and available on file along with the corresponding cost/price analysis for the scope of work of the project. Include a brief cost estimate showing the breakdown of construction costs for the ALI. Include useful life of the new facility. Add a statement: "XX (The Grantee) will comply with the statutory requirements in FTA Circular 4220.1F, Third Party Contracting Guidance, as they apply to competitive procurements and contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program. Application Executive Summary:

o Where is the documentation supporting the removal of the workforce development component (Employee Education/Training)and the addition of a driving simulator (capital equipment)?
o Add pre-award authority date (announcement of project selection) to the last paragraph because this award is using Pre-Award Authority (6/30/2023).
Add UZA Code 350000, New Mexico, to Project Location (Urbanized Areas).
ALI 11.7D.02 - EMPLOYEE EDUCATION/TRAINING
o The driving simulator is a piece of capital training equipment as stated under the Extended Budget Description. Suggest Scope 114-00, Bus Support Equipment/Facility and ALI 11.42.20, Miscellaneous Equipment.
o The new ALI should have a 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.
o The capital training equipment exceeds $5,000 and probably has a useful life greater than 1 year. Add the useful life in years or hours.
ALI 11.43.02 - CONSTRUCT - MAINTENANCE FACILITY
o The scope od work does not match the scope of work in the AES, This includes the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov.
o Add the useful life for the vehicle wash building and equipment, which should be the same as the Transit Operations and Maintenance Facility since it is an integral part of this facility.

Let me know when comments are addressed.

Comment By	**Tony Ogboli**
Comment Type	Pre-Award Manager Returns Application
Date	8/18/2023
Comment	

Comment By	**Tony Ogboli**
Comment Type	Pre-Award Manager Returns Application
Date	9/22/2023
Comment	Correction complete. Concur move forward.

Application Review Comments

Comment By	**Laura Wallace**
Comment Type	Line Item Review
Date	8/21/2023

Project Title	Full build out of the Transit Operations and Maintenance Facility Currently under construction.
Project Number	NM-2023-043-01-00
Comment	(With Respect to Line Item: 11.43.02) • Recipient must not acquire telecommunications and video surveillance equipment from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act. • If property acquisition is required, recipient must consult with FTA. • ADA improvements must be within 2,640 feet of bus shelters, if applicable. • Recipient must comply with the statutory requirements in FTA Circular 4220.1F, Third Party Contracting Guidance, as they apply to construction contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program. • Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects. • Recipient is encouraged to use the FTA Construction Project Management Handbook, February 2016, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf, Webinar: Applying the Construction Project Management Handbook, https://connectdot.connectsolutions.com/p1v15vi6agp/, the FTA Project and Construction Management Guidelines, March 2016, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Project_and_Construction_Mgmt_Guidelines_2016.pdf, and FTA Quality Management System Guidelines, October 2019, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grant-programs/capital-investments/8536/final-qms-guidelines-2019_1.pdf. • The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

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-2023-043-00

Award Name: 1580 Las Cruces FFY 2022 Section 5339 Discretionary Buses and Bus Facilities Award - Transit Operations and Maintenance Facility Additional Construction Funding

Award Start Date: 9/22/2023

Original Award End Date: 12/31/2024

Current Award End Date: 12/31/2024

Award Executive Summary: This grant uses the Federal Fiscal Year 2022 Section 5339 Bus and Bus Facilities competitive award D2022BUSC134/ D2022BUSC135 (award $2,170,214; local match $542,554, total $2,712,768). This grant will have two activities. The first activity will be to complete the full build-out of the City of Las Cruces' (City's) Transit Operations and Maintenance Facility, located at 2340 Westgate Avenue, Las Cruces NM ($2,061,703 FTA, local match $515,426, total $2,577,129).. For the second activity, five percent (5%) of the award ($108,511 FTA, local match $27,128, total $135,639) will be used to purchase a driving simulator to train mechanics and operators how to efficiently drive the new electric buses; this is to meet the workforce development requirement of the award.

The new facility, slated for substantial completion by August 2024, will replace an aging small facility located at 1501 E Hadley Avenue in Las Cruces NM that was built in 1988. The new fully built out facility

will be a modern vehicle maintenance facility with additional maintenance bays, space for demand response and fixed route operational staff, better amenities for transit operators including lockers and showers, a fueling/lubrication building, and an electric vehicle charging system for battery electric buses the first of which arrived in July 2023. Most importantly, this also includes also the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov. The facility including the vehicle wash and equipment will have a useful life of at least 30 years.

A temporary charging station will be completed and will be ready when the buses arrive. This includes the final build-out of the vehicle wash facility noted in the original funding application entered in to grants.gov. The City will add the funding from this Bus and Bus Facility award to the construction contract that was awarded 8/22/2022. This award is expected to allow completion of a full build-out of the new facility.

The budget and funding sources for this entire project is provided as an attachment to this grant. This attachment shows the grant numbers of the other FTA grants including the exact amount of FTA funding, local funding, and other funding that is being applied to this project. The City is providing the required 20% cash match for this project the amount of $542,554 from the City's most recent 2020 Hold Harmless Tax fund.

The City will comply with the statutory requirements in FTA Circular 4220.1F, Third Party Contracting Guidance, as they apply to competitive procurements and contracts including 49 CFR Part 661, Buy America Requirements, 49 U.S.C. Section 5333(a), Davis-Bacon Act, (prevailing wage protections), as they apply to laborers and mechanics employed on FTA assisted projects, Americans with Disabilities Act, and Disadvantaged Business Enterprise Program.

The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b). In addition to FTAs Buy America requirements under 49 U.S.C. 5323(j) and 49 CFR Part 661, which require that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States, the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement, Section 15. The BABA requirements for construction materials applies to this grant, in addition to the Buy America requirements, except to the extent a waiver of either requirements may apply.

Because this project includes a battery electric bus charging facility, 5% of the project is set aside for workforce development activities. The initial funding application did not include a workforce development component, but in early July 2022, FTA requested that this be added to the funding requested because the charging infrastructure triggered this requirement. The City had a couple of days to respond and decided on a project to partner with the local community college for an internship training program for BEB's mechanics. The total workforce component of this award is $135,639, which is $108,511 FTA funded and matched locally with $27,128. Unfortunately, there was not time to fully vet this plan. It was later learned that an internship program would be in conflict with existing employee development and promotion process that is in the labor union contract with the covered maintenance employees.

In order to meet the workforce development requirement in the grant, the City will instead meet this requirement by purchasing a driving simulator that will be a piece of equipment in the new facility; the email string with FTA's concurrence that this action is acceptable is attached. The City also has a workforce development component in the FY2022 Low No award the City received for the purchase of seven (7) battery electric buses (BEBs). The proposed activity in that application included maintenance and driver training on battery electric buses and the driving simulator. The simulator will used to train drivers and maintenance staff on the battery electric buses (BEBs). Because the cost of the driving simulator proposed in the Low No grant has increased, the City proposes to use all of the funding dedicated to workforce development in the Bus and Bus Facility award plus some of the workforce development budget in the Low No award towards the purchase of the driving simulator. This will free up more of the Low No workforce development budget to be used solely for maintenance and driver staff training. Documentation is attached to this application showing the email string where FTA approved getting the driving simulator for the workforce development requirement of this grant.

Documentation that this program is in the New Mexico Statewide Transportation Improvement Program (e-STIP) is attached to this grant as a screenshot of e-STIP project TL00130.

Pre-award authority back to the announcement of project selection on August 18, 2002, was selected because the City of Las Cruces/RoadRUNNER Transit Agency has entered into a construction contract on 8/22/2022 for $21,949,633 to begin the construction of this $26+ million project in October 2022. The City wishes to amend the contract with funds from this application to achieve the full build-out of the project. No expenses have been incurred that are specifically related to this award.

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 directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $2,712,768.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $2,170,214.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $542,554.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $2,170,214.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $542,554.00

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
5339 – Buses and Bus Facilities Competitive	5339-3	20526	$2,170,214
Local			$542,554
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,712,768**

(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: 9/8/2023
DOL Certification Date: 9/8/2023

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: 9/22/2023

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
9/22/2023

DocuSign Envelope ID: A574B99F-0CE9-4C48-BC15-B9FBED9C48A2

Attachment "J"

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

APPROPRIATION RECIPIENT:

City of Las Cruces

APPROPRIATION NUMBER:	APPROPRIATION AMOUNT:	REVERSION DATE:
23-H5043-3	**$ 2,500,000**	**June 30, 2024**

APPROPRIATION LANGUAGE

Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000) for housing initiatives - Permanent Supportive Housing. Funds unexpended by June 30th, 2024, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is **July 15th, 2024**. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Las Cruces**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with 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.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative — Date 1/22/24

Leeann DeMouche
Leeann DeMouche (Jan 22, 2024 12:43 MST)

Appropriation Recipient CFO — Date Jan 22, 2024

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-H5043-3** in the amount of **$2,500,000.**

DocuSigned by:
Wesley Billingsley
D891C24BB86B4E9...

Wesley Billingsley — Date 1/24/2024
Director, Local Government Division

DocuSign Envelope ID: A574B99F-0CE9-4C48-BC15-B9FBED9C48A2

STATE OF NEW MEXICO
HB2 Housing Initiatives Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount (I*f Applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)
I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)

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

IV. ☐ Compliance Certification:

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

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

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

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

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

Division Fiscal Officer Date

Division Project Manager Date

DocuSign Envelope ID: A574B99F-0CE9-4C48-BC15-B9FBED9C48A2

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
H Housing nitiatives ina Report Form
Exhibit

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	**Amount**
Capital Expenses	$ 0.00
Other	$ 0.00
	$ 0.00
	$ 0.00
Total Amount of Appropriation Funds Expended	$ 0.00

Narrative *Describe the outcomes, results, benefit, and or uses of the appropriation funds*

Signature: Jacqueline Rubalcava

Email: jrubalcava@las-cruces.org

Signature: Natalie Green
Natalie Green (Jan 22, 2024 10:51 MST)

Email: ngreen@lascruces.gov

24-084

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:**	February 20, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $3,000,000.00 FOR GROUND AMBULANCE SERVICES TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC DBA AMERICAN MEDICAL RESPONSE (AMR), OF LAS CRUCES, NEW MEXICO FOR AN INITIAL PERIOD OF FIVE (5) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO RENEWALS AND APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT NO. 22-23-021).**

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

PURPOSE(S) OF ACTION:

To authorize a professional service agreement award.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On July 13, 2020, the City of Las Cruces Fire Department (LCFD), Doña Ana County, and American Medical Response (AMR) negotiated a settlement allowing the City to file a permit with the New Mexico Public Regulatory Commission to manage and provide ambulance services for the City of Las Cruces. The settlement stipulated that LCFD would transport all sick and injured persons located within an Exclusive Operating Area (EOA) and, through the Request for Proposal (RFP) process, select a contractor for ambulance services for a unified response system throughout Doña Ana County.

The settlement further stipulated that the City and Doña Ana County would enter into an agreement or memorandum of understanding (MOU) to manage the contract for ambulance services throughout Doña Ana County. Out of an abundance of caution, the City submitted the MOU to the Department of Finance and Administration (DFA) to determine if the MOU constituted a joint powers agreement, which does require DFA approval. On January 30, 2024, the DFA confirmed that managing the contract for ambulance services throughout Doña Ana County can be done with an intergovernmental services agreement. The attorneys for the City and Doña County have determined that the MOU is an intergovernmental services agreement.

On November 10, 2022, the City of Las Cruces (City) advertised an RFP for Procurement No. 22-23-021. The Purchasing program received one (1) proposal that was evaluated and scored by the Selection Advisory Committee (SAC) on April 12, 2023. The committee's recommendation was to award to AMR.

These services will provide Advanced Life Support (ALS) services through ALS quick-response vehicles with Basic Life Support (BLS)/Intermediate Life Support (ILS) staffed-ambulances, within the established EOA (as detailed below), with the exception of Emergency Medical Services calls defined by the Mesilla Valley

Regional Dispatch Authority to be high acuity within the city limits, which will be referred to LCFD for response and transport.

1. Response to 9-1-1/ Public Safety Answering Points (PSAP) requests
2. Response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/Public Safety Answering Points (PSAP)
3. Response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP
4. Any request for Interfacility Transfers from a healthcare facility that requires an ambulance, except Hatch area
5. All “Special Events” requiring the presence of an ALS ambulance
6. All “Special Events” requiring ALS level of service, even if there is no ambulance required

The proposed services will be utilized as outlined in the Professional Services Agreement for a period of five (5) years with the option to extend for three (3) one-year terms.

SUPPORT INFORMATION:
Exhibit "A" - 23-24-021 Ambulance Services

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 and award a contract to American Medical Response Ambulance Services, Inc. dba American Medical Response, of Las Cruces, New Mexico to provide ground ambulance services for the City of Las Cruces and Doña Ana County for a term of five (5) years with the option to extend for three (3) one-year terms.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternate direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay awarding a contract for ground ambulance services for the City of Las Cruces and Doña Ana County and may negatively impact public safety services.

REFERENCE INFORMATION:
Resolution 21-090; CL11; City Strategic Plan No. 6 - Public Safety

RESOLUTION 24-084

A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $3,000,000.00 FOR GROUND AMBULANCE SERVICES TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC DBA AMERICAN MEDICAL RESPONSE (AMR), OF LAS CRUCES, NEW MEXICO FOR AN INITIAL PERIOD OF FIVE (5) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO RENEWALS AND APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT NO. 22-23-021).

The City Council is informed that:

WHEREAS, on July 13, 2020, the City of Las Cruces (City), Doña Ana County, and American Medical Response Ambulance Services, Inc. dba American Medical Response (AMR) negotiated a settlement allowing the City to file a permit with the New Mexico Public Regulatory Commission to manage and provide ambulance services; and

WHEREAS, the settlement stipulated that LCFD would transport all sick and injured persons located within an Exclusive Operating Area (EOA) and, through the Request for Proposal (RFP) process, select a contractor for ambulance services for a unified response system throughout Doña Ana County; and

WHEREAS, these services are required to provide Advanced Life Support (ALS) services through ALS quick-response vehicles with Basic Life Support (BLS)/Intermediate Life Support (ILS) staffed-ambulances, within an established Exclusive Operating Area (EOA); and

WHEREAS, on November 10, 2022, the City issued a competitive Request for Proposal (“RFP”) to select a contractor or contractors for ambulance services for a unified response system throughout Doña Ana County, and both parties jointly developed the standards for ambulance services and for the RFP for such services; and

WHEREAS, the Purchasing program received one (1) proposal, which was evaluated and scored by the Selection Advisory Committee (SAC); and

WHEREAS, the SAC recommended awarding the Professional Service Agreement to AMR; and

WHEREAS, the agreement will be for a period of five (5) years with the option to extend for three (3) one-year terms.

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

(I)

THAT the the City is authorized to enter a Professional Service Agreement, as shown in Exhibit "A" attached hereto and made part of this resolution, in an annual not-to-exceed amount of $3,000,000.00, subject to renewals and approved budget appropriations.

(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
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of December, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and American Medical Response Ambulance Service, Inc. dba American Medical Response, of 920 S. Valley Drive, Las Cruces, New Mexico 88005, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Ground Ambulance Services for the City of Las Cruces and Doña Ana County

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. 22-23-021, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

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 $3,000,000.00, 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 quarterly. 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 projects 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 January 1, 2024 for a term of five years through December 31, 2028 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) 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.

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

Contract Administrator shall make any decision regarding renewal of this Agreement, or any extension thereof shall be made at least 18 months prior to the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new Contractor at least four months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow the City and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Contractor. (Section 3.3 Period of Operation RFP 22-23-021)

CONTRACTOR and the CITY may terminate this Agreement without cause and no earlier than July 1, 2025, if the City denies a request by CONTRACTOR for a subsidy adjustment due to changed circumstances (e.g., unforeseen increase in costs, new regulatory requirements or new clinical standards). CONTRACTOR shall provide at least 120 days written notice to the City to exercise its termination right under this paragraph.

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.

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. 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 on an occurrence form.
   f. 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 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
Refer to section 7.2 in Exhibit A
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: Jason Smith, Fire Chief
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	American Medical Response Ambulance Service, Inc. Address and Street City, State and Zip ATTENTION:

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.

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/6/23
City Attorney

EXHIBIT A

4.1 Scope

Due to the current lack of paramedics available nationally, this scope includes the ability to provide Advanced Life Support (ALS) services through ALS quick-response vehicles with Basic Life Support (BLS)/Intermediate Life Support (ILS) staffed-ambulances. The paramedic can downgrade the transport to BLS or ILS as appropriate by policy. Further, certain dispatch call types no longer require an ALS response.

All the following transports originating in the Exclusive Operating Area (EOA) shall be referred to the exclusive Agreement holder, who shall be responsible for all responses and ground transports as follows:

1) Made in response to 9-1-1/PSAP requests
2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/Public Safety Answering Points (PSAP)
3) Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP
4) Any request for IFT from a healthcare facility that requires an ambulance, except Hatch area
5) All “Special Events” requiring the presence of an ALS ambulance
6) All “Special Events” requiring ALS level of service, even if there is no ambulance required

The exception is Emergency Medical Services (EMS) calls defined by the dispatch center to be high acuity within the city limits, which will be referred to the Las Cruces Fire Department (LCFD) for response and transport.

The CONTRACTOR’s scope of work is summarized as follows:

When a request for service is received by the CONTRACTOR from Mesilla Valley Regional Dispatch Authority (MVRDA), ambulance service must meet the response-time and clinical standards set forth herein. Every ambulance unit provided by the CONTRACTOR for response must, always, except as authorized by the Agreement, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the CONTRACTOR’s personnel must always be professional and courteous. Patient transportation and disposition will be according to the CITY Policies and Procedures as established or approved in

the CONTRACTOR's proposal and as developed or promulgated as part of this RFP.

Services and care delivered must be evaluated by the CONTRACTOR's internal quality improvement program and as necessary, through the CITY's quality improvement program in order to improve and maintain effective clinical performance. The CONTRACTOR must make an unrelenting effort to detect and correct clinical and other performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. Agreement requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.

4.2 Coordination within the Exclusive Operating Area

The local fire agencies currently provide first responder and backup transport EMS services in the EOA for 9-1-1 emergency and non-emergency requests for service. The CITY considers the fire agencies an essential partner in the provision of EMS within the EOA.

4.3 EMS Run Data

See Attachment 2 for summary EMS data. Computer-Aided Dispatch (CAD) data is available for 2018-2022 upon request. There has been no independent validation of this data. Contractor is encouraged to use their own means to analyze the information to determine response and transport volumes. The City does not guarantee any number of responses or transports.

Hatch Ambulance IFT data is not included as it will continue to manage these transports. While Hatch Ambulance has the legal authority to provide ambulance services throughout Doña Ana County, it has no intention of increasing its service area. Should that change, the City and Contractor would negotiate in good faith to mitigate any impact on the EOA.

4.4 Level of Care

The exclusive CONTRACTOR will provide ALS, ILS, & BLS level of care for all requests for ground 9-1-1 and IFT ambulance service and special event ALS stand-by originating within the EOA, except as noted above. Ambulance IFT are also included in the scope of this RFP. Air ambulance transports are excluded. Specialty care transports, such as neonatal and high-risk obstetrics, require a specialized team from out of the EOA and, as such, are outside the services to be provided.

The CONTRACTOR shall continually work with EMS stakeholders and AOC to refine the most appropriate service level and response time standard for each dispatch call type. This decision-making process will be data driven and may include using critical interventions per call type to determine the optimal response.

4.5 Response Time Zones and Standards

A. General

It is the CONTRACTOR's sole responsibility to be familiar with the geographic considerations and response-time. Response times shall be calculated from the moment the Contractor receives the call from MVRDA (“Agency Dispatch Date/Time”), until the time the CONTRACTOR arrives on the scene with a fully functional and appropriately staffed/equipped unit(s). All response times are measured in seconds, not whole minutes. All 9-1-1 ambulance dispatch services and times will be documented under strict procedures set by the CITY.

The CITY is interested in providing prompt, effective 9-1-1 and IFT ambulance services at a reasonable cost to the consumer and the county. Any enhanced services above the standard of this Agreement must include a separate cost estimate. However, clinical performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this Agreement. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Monitoring of this requirement will include CAD data supplied by MVRDA and oversight will be provided by the AOC with technical expertise from fire, dispatch, hospitals, and other EMS stakeholders.

B. Response-Time Zones

Response time requirements vary depending upon the emergency response zone (ERZ) to which the CONTRACTOR must respond.

Dona Ana County will be identified in three (3) distinct ambulance response zones (geographic definitions below in the Posting and Response Plan section);

North- Zone C

- ALS/ILS coverage will be 24 hours a day, 7 days a week with an (1) ambulance stationed in Hatch, NM.
  - This response area will be a level of effort zone with no response time requirements. Response times and outcomes will be monitored and reviewed.
  - Dona Ana County Fire will provide backup ambulance services for this zone as needed.
  - LOE must be met 90% of the time. Failure to meet this requirement for three months out of a rolling 12-month period will require a remediation plan to be submitted to the AOC.
    - Failure to meet the 90% LOE for six months of a rolling 12-month period will result in beginning emergency takeover steps as outlined in the RFP.

Central- Zone A/B

- A total of four (4) units staffed 24/7 with a mix of ALS/ILS (3/4) and BLS (1/4) coverage in this zone.
  - An additional (1) BLS unit will be scheduled 12 hours a day, 7 days a week during peak hours.
  - An additional (1) dedicated BLS inter-facility transfer (IFT) truck will be scheduled 12 hours a day, 7 days a week during peak hours.
- The Central Zone consists of two (2) distinct areas as defined by the AOC For a map of the ERZs, please see attached map);
  - Zone A – Urban, which includes the City of Las Cruces and contiguous census tracts with population density greater than 500 people/sq mile, as shown in the RFP.
    - Response time requirements will be 10:59 for critical emergent call types as identified and 12:59 for non-critical emergent call types, with 85% compliance.
    - Calls exceeding 21:59 minutes will be subject to liquidated damages
  - Zone B – Suburban, which is any area outside of the above but still located in the Central Zone.
    - A radius built around an 18:59 drive time from City center will have a corresponding response time requirement with 85% compliance
      - Calls exceeding 37.59 minutes will be subject to liquidated damages
    - Anything outside of this radius will be a level of effort with no response time requirements

South Zone

- ALS/ILS coverage will be 24 hours a day, 7 days a week with ambulances stationed in Sunland Park, Anthony, and Chaparral.

        - This response area will be a level of effort zone with no response time requirements. Response times and outcomes will be monitored and reviewed.
        - Dona Ana County Fire will provide backup ambulance services for this zone as needed.
    - LOE must be met 90% of the time. Failure to meet this requirement for three months out of a rolling 12-month period will require a remediation plan to be submitted to the AOC.
        - Failure to meet the 90% LOE for six months of a rolling 12-month period will result in beginning emergency takeover steps as outlined in the RFP.

Posting & Response Plan

In order to define the response zones, we will use the following delineation lines for North and South Zones.

- Running east and west from mile marker 19 (Radium Springs) on Interstate 25, anything North of that line is considered the North Zone.
- Running east and west from mile marker 151 (Mesquite) on Interstate 10, anything South of that line is considered the South Zone.
- All of Dona Ana County located between those lines will be considered the Central Zone.

In conjunction with Mesilla Valley Regional Dispatch Authority (MVRDA) we will build a posting plan that allows for unit management and response to remain in their prospective zones under normal operating conditions. This will maximize unit availability by restricting the North and South units posting into the Central Zone or from being used for non-911 work such as IFTs or special event standbys. Additionally, units assigned to the Central Zone will also not generally be used for responses outside of the Central Zone.

These zones are based on ambulance industry standards for defining such service areas and may be changed by the City and County from time to time as population, call density, road access, effective Agreement monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation with the CONTRACTOR, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The CITY will establish a procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the ERZ evaluation, the CITY and County will periodically review population densities, call distribution, single communities, and response times in areas within the compliance zones and may request the CONTRACTOR alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration

may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. CONTRACTOR shall agree to negotiate in good faith with the CITY and revise the SSP as needed to improve performance to these communities, as determined by the CITY, in consultation with the Contract Administrator.

Emergency Response Time Requirements Summary (in minutes)

Zone		Response Type	Ambulance	
			Standard	Maximum
North Zone		All Response Types	Level of Effort	
Central Zone	Urban	Critical Emergent	10:59	21:59
		Non-Critical Emergent	12:59	21:59
		No Lights & Sirens	Level of Effort	
	Rural	Critical & Non-Critical Emergent	18:59	37:59
	Outside Rural	All Response Types	Level of Effort	
South Zone		All Response Types	Level of Effort	

Table 1

C. Non-Emergency Calls

Contractor must provide 24-hour, 365 days per year coverage for all non-emergency requests, as defined by medical dispatch protocols. For purposes of this Agreement, non-emergency is defined as any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response may be at the BLS or ALS level, depending on call type and EMS Medical Director policy. While there is no response time standard for non-emergency calls, it is expected that the CONTRACTOR will respond promptly to these requests to 1) minimize first responder at scene time and 2) meet patient's expectation for prompt service.

D. Interfacility Transports (IFT)

Except for the Hatch area, CONTRACTOR shall respond to hospital and healthcare facility requests for ambulance IFTs in the following manner and using the following definitions. Any removal of 9-1-1 resources to perform transports outside of this Agreement are at the risk of the associated response time compliance impact.

Inter-facility transfers and air transports, will be primarily handled by dedicated IFT units but in the instance that a 911 truck is needed for an IFT, the Central Zone system shall not have less than three (3) units available before a 911 truck can be placed on a transfer. This three-unit minimum for IFTs does not apply for emergent transfers where a request

is made to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy (RFP 22-23-021).

Non-Emergency inter-facility Plan

In addition to the single dedicated IFT unit that is a part of the System depicted above, AMR currently also deploys one (1) BLS unit that services a local hospital in Las Cruces 24/7. With assistance of the AOC, AMR commits to developing an IFT planning committee whose goal it will be to build out planning and pricing for additional hospital funded dedicated ambulances for inter-facility transportation supported by either contractual agreements or direct facility financial support.

Staffing Model

Using the staffing model detailed below, AMR can provide the services described in the above system proposal with a total of 64 Full-Time employees (FTEs).

North Zone & South Zone

24-hour assignments broken into three (3) shifts with two (2) employees per ambulance, per shift for a total of 24 FTEs.

- For example, Anthony will have 1 lead (Paramedic or EMT – I) and 1 EMT per shift.

Central Zone

12-hour assignments divided in two (2) shifts, day and night, with two (2) employees per ambulance per shift for a total of 32 FTEs.

- Additional 12-hour peak demand unit will have four (4) FTEs.
- IFT truck will have four (4) FTEs.

1) Emergency Transfer – Immediate ambulance transport is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for any emergency 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer when the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit. The EMS Medical Director may audit patient urgency or establish a policy to ensure the proper use of 9-1-1 resources.

2) Non-emergency Transfer – This should be requested when the patient's medical condition requires ambulance transport to another healthcare facility and is not considered to be in immediate

jeopardy. The response time standard will be 120 minutes from request.

3) Pre-arranged Transfer – shall be a pre-arranged ambulance transfer for a medically stable patient scheduled six (6) or more hours in advance. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. The CONTRACTOR shall arrive within 15 minutes of the scheduled time.

E. Pended Responses

EMS Medical Director policy allows non-emergency calls, both 9-1-1 and IFT, to be held (i.e., "pended") when there are three (3) or fewer available urban/suburban ambulances in the system during the day (0600-2200) and two (2) or fewer at night (2200-0600). For 9-1-1 non-emergency calls, MVRDA will contact the patient every 15 minutes to ensure no change in condition until an ambulance arrives at the scene. If first responders are on-scene and identify a life-threatening emergency, they will notify dispatch to upgrade the call to emergency. After 45 minutes, any 9-1-1 non-emergency call should not be held any longer.

4.6 Dispatch Services

MVRDA will provide all 9-1-1 dispatch services. CONTRACTOR shall work professionally and effectively with MVRDA staff to ensure the optimal EMS delivery to benefit the patient. IFT will be dispatched by the CONTRACTOR.

4.7 Performance Standards – Response Times

A. Liquidated Damages:

CONTRACTOR shall not refer exclusive Agreement calls to another agency unless it is part of an approved mutual aid plan submitted by the CONTRACTOR and approved by the AOC with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during disaster responses is also exempted from this requirement.

Each emergency call in Zones A and B have two response time standards – ambulance and ALS resource. A call is considered late when either response time standard is missed. The call is considered an outlier if either resource exceeds the maximum time allotted.

Each quarter in which the CONTRACTOR fails to meet the 85.00 percent standard, within any compliance zone the CONTRACTOR shall pay to the County $500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the CONTRACTOR's performance falls short of

the 85.00 percent standard. Each period in which the CONTRACTOR fails to meet the applicable response-time requirements, the AOC will review the CONTRACTOR's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance. The CONTRACTOR shall develop a corrective action plan for remediating the below standard performance.

All areas have a maximum specified response time (i.e., outlier). For every call where the ambulance or ALS resource fails to arrive within the maximum specified time, the liquidated damages will be $250 per occurrence.

Exclusive Operating Area (EOA) calls referred to another agency (i.e., not an approved Subcontractor) will be considered an outlier for calculating compliance. Two consecutive failures to meet the standards (i.e., not achieving 85.00 percent) in Zone A or B or four failures across Zones A & B during any 12-month period may result in breach of Contract. Inability to maintain 100% level of monthly staffing coverage in Zone C will be considered a failure. Two consecutive Zone C failures or four failures within any 12-month period may result in breach of Contract.

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

1) Upgrades

If an assignment is upgraded prior to arrival of a unit at the scene (e.g., from non-emergency to emergency response), the CONTRACTOR's response time compliance and liquidated damages will be calculated based upon the emergency response time standard from the time the call was upgraded by MVRDA staff in compliance with EMS Medical Director policy.

Example: While enroute to a non-emergency call in a Zone A at 13:25:00, new information is received, and the call is upgraded to emergency at 13:30:00. CONTRACTOR ambulance will have until 13:40:59 to arrive on scene (i.e., when the ambulance stops moving and is placed in park).

2) Downgrades

If, prior to a unit's arrival at scene, a call is downgraded; 1) by MVRDA or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:

(a) If the time of downgrade occurs after the unit has exceeded the response time standard or maximum response time for the zone involved, the response time standard or maximum will apply; or,

(b) If the time of downgrade occurs before the unit has exceeded the response time standard or maximum response time for the zone involved, the call will be treated as non-emergency.

Example: While enroute to an emergency call in a Zone B, first responders on scene reduce the ambulance to no lights and siren (i.e., non-emergency call); if the response time has not exceeded 18:59 at time of downgrade, there would be no liquidated damages.

3) Canceled Responses
If a call is canceled prior to the unit arrival at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from “Agency Dispatch Date/Time” to the time the call was canceled. However, if CONTRACTOR makes a request for mutual aid response as stipulated in this RFP, the CONTRACTOR may not cancel the mutual aid responder if that unit is closer to the call.

4) Incorrect Addresses
When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the CONTRACTOR, the response start time for compliance measurement will be the time when the correct address is given to the responding resources.

C. Interfacility Transports (IFT)

When there is a life-threatening need for an ambulance to transfer a patient to a higher level of care (as defined by the EMS Medical Director), it will be treated as an emergency call and treated like any 9-1-1 request for service. Routine IFT shall be handled by the contracted provider in a timely manner as this will facilitate opening hospital and emergency department beds for incoming 9-1-1 transports.

D. Exemption Requests

The CONTRACTOR Administrator, in its sole discretion, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents, disaster events, or other situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the CONTRACTOR shall notify the Contract Administrator within a reasonable amount of time of the occurrence.

The CONTRACTOR may apply to the Contract Administrator for an exemption to response-time compliance calculations in the following situations:

1. Automatic Appeals
   (a) Upgrades and downgrades that are compliant are eligible for exemption.

   (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).

   (c) MVRDA error or inaccurate address by reporting party.

   (d) Additional units responding to the same incident, e.g., traffic collision (first unit must meet response time standard).

   (d) Multi-Casualty Incident (MCI) or locally declared disaster – The CONTRACTOR may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., City or County).

2. Case-by-Case Appeals
   (a) Traffic related to incident (e.g., traffic collision). At scene determined when unit reaches related traffic.

   (b) Lack of documented on-scene time; CONTRACTOR may submit global positioning system (GPS) data to confirm on-scene time – otherwise next radio transmission is used.

   (c) Weather (e.g., heavy fog, ice, heavy rain) that impairs visibility, requires slower speeds, or creates other unsafe driving conditions.

   (d) Road closures/construction for areas with limited access.

E. Other Response Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

The CONTRACTOR will not be held responsible for response-time performance on an emergency response to a location outside the EOA.

However, CONTRACTOR shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly Agreement compliance.

For each response in which the CONTRACTOR's management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

North & South Zones – Level of Effort

Mechanical issues/breakdowns

- A two (2) hour grace period for the unit to return to service, this applies to each unit each day.

Staffing

- A two (2) hour grace period for staffing issues that are no fault of AMR, such as; employee illnesses (call offs), tardiness, and/or "no call no show" absences.
- After the allotted grace period there will be a liquidated damage charge of $130.00 for each hour or fraction thereof until the LOE minimums are reached.

Table 2 summarizes categories and liquidated damages listed in this RFP.

Summary of Liquidated Damages	
Category	**Liquidated Damage**
1. Compliance evaluation below standard	$500/tenth of percentage point
2. Extended response time (i.e., outlier)	$250/call

Table 2

F. Liquidated Damage Fund

The funds generated through liquidated damages shall revert back to Dona Ana County. The AOC will make a recommendation on the use of funds for EMS system enhancement. The reversion of funds will take place at the end of each fiscal year.

G. Online Compliance Utility

For the purposes of automated and objective performance tracking, the CONTRACTOR will use an online compliance utility (OCU), such as FirstWatch. The cost of the OCU will be the responsibility of the CONTRACTOR through a three-way agreement allowing AOC the necessary rights and access to ensure system performance and monitoring, such response time reporting, exemption process, etc.

4.8 Performance Standards - Clinical

The City, County, and EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the “Triple Aim” – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, there is significant importance on providing a high level of patient care beyond arriving at the patient’s side in a timely manner. Clinical research indicates this may be more important than the speed of the response. Therefore, the City and County EMS Medical Director has identified certain criteria that impact the patient’s probability of a positive outcome. The Contract Administrator has identified benchmarks that indicate a well-functioning, EMS transport provider. These criteria and benchmarks are based on standards set by data-driven research and/or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable by the system, 2) manageable by the provider, and 3) meaningful to the patient.

3 contains the proposed Contractor report card criteria and expected target benchmarks. The EMS Medical Director and Contract Administrator may revise the included criteria and related target benchmarks as clinical research and other factors determine the optimal care path and customer-service experience for EMS patients.

Comprehensive ePCR review is expected to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma) shall have 20-30 percent random chart review. Similarly, 20-30 percent of non-transports resulting against medical advice (AMA) or RAS, shall be reviewed. Five percent (5%) of remaining charts shall be randomly audited. The expected number of ePCRs to be reviewed by the Contractor staff shall be between 80-100 per month; this number may be adjusted if the review process can be more automated. The results of the audit will be summarized monthly and shared with the Contract Administrator and AOC in a pre-approved format. Between ePCR review and related training/education opportunities identified, it is anticipated this requires one, full-time employee. This level of care review is expected to drive training and education and improve overall patient care. All the clinical performance standards should be overseen by a medical director, preferably with experience working with EMS crews such as a local ED physician.

4.9 Performance Standards – Customer Service & Safety

The AOC desires a mechanism to track customer complaints, major issues, and identify trends. Provider will be responsible for sharing a quarterly summary report of sentinel events related to the care and safety of the ambulance service delivery. Events include, but not limited to, the following examples:

- Customer complaint (e.g., missing belongings)

- Medication errors
- Ambulance breakdowns with patient on-board

In addition to patient experience, the AOC wishes to ensure the employees have a good and safe working environment. This is measured by employee turnover and workplace injuries. Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period. Involuntary separations, part-time employees, or job changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for positive working environment and reduction of workplace injuries. The survey topic and employee safety standards are both included in Attachment 5.

4.10 Performance Standards – Liquidated Damage Relief

If the CONTRACTOR provides high levels of clinical, customer service, and safety excellence, a credit is available towards response time liquidated damages described within this section. The proposed report cards are available in Attachment 5. These may be adjusted based on clinical research, contemporary EMS benchmarking standards, and other factors. The liquidated damage relief is based on a sliding scale to reward positive movement. Table 3 summarizes the credit available.

Liquidated damage relief does not apply to Level of Effort (LOE) response zones (North and South) or to extended response time calls (outliers) within the central zone.

Response Time Liquidated Damage Relief	
Report Card Score	**Relief**
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

Table 3

4.11 System Status Plan

A SSP, posting plan, and the proposed maximum response UHU by unit shall be developed by CONTRACTOR, submitted to the Contract Administrator for approval at least 21 days prior to implementation for approval (within no more than seven [7] days), and adhered to by the CONTRACTOR. Changes to the SSP and posting plan shall be forwarded to the Contract Administrator for review. All resources to be used in this Agreement for 9-1-1 ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance

plans including move-up-and-cover arrangements in enough detail to convince the AOC that backup ambulance coverage in a timely manner will be consistently available across Zones A & B.

The City of Las Cruces and Dona Ana County AMR Ambulance System established during negotiations for the 2024 ambulance service contract is made up of:

- 216-unit hours (UH) a day for a total of 1,512 per week.
- This system is managed by one (1) 24/7 Paramedic Supervisor equipped with a Quick Response Vehicle (QRV).
- AMR has proposed the following SSP to meet the requirements within the RFP
  - Zone A Urban, Zone B Suburban
    - Four (4) 24 hour/ 7 day a week ambulances, with a twelve (12) hour BLS or higher peak demand time ambulance
  - Zone C North- One (1) 24/7 ambulance
  - Zone D South- Three (3) 24/7 ambulances
- Each Zone is proposed to operate independently outside of a MCI or large scale incident

4.12 Mutual Aid/Standbys

Within six (6) months of executing this Agreement, the CONTRACTOR will develop and execute mutual aid agreements with neighboring ambulance services. The CONTRACTOR agrees to respond to all requests for mutual aid services as part of those individual agreements. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., projected to exceed one percent of the annual call volume absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the CONTRACTOR's resources for emergency calls, the CONTRACTOR shall inform the AOC. The AOC will then assess the situation and take appropriate steps as necessary to rectify the inequity.

CONTRACTOR agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. CONTRACTOR shall also participate in prevention events, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services for the first twenty-four (24) hours unless there is a third-party payor source (e.g., federally declared disaster); however, the COTNRACTOR may charge for standby services at private events. The standby services shall be based on a CONTRACTOR’s written policy that is subject to the Contract Administrator’s approval and included in the response to this RFP.

In the event that AMR is unable to provide a dedicated ambulance to a City or County sanctioned event such as a football game, AMR will follow the guidelines set out below.

1. Advise the customer that we are unable to meet their request and suggest that they follow up with the City and/or County Fire Departments.
2. In the event that neither the City nor the County Fire Departments can staff an ambulance for the event,
   a. Additional ambulance providers may be contacted to provide the EMS standby.
   b. AMR can request to use an on-duty ambulance with permission from the designated City representative.

4.13 Radio Equipment

CONTRACTOR will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Agreement scope of work (e.g., field communications to/from MVRDA, first responder agencies, contiguous mutual aid agencies, and hospitals). There shall be at least one portable and one mobile radio on every on-duty ambulance, supervisor vehicle, or other CONTRACTOR EMS vehicle. The CITY and County hold and maintain the license for these frequencies.

4.14 Vehicle and Equipment Requirements

All ambulances utilized by the CONTRACTOR shall meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS), National Fire Protection Association (NFPA), Federal “KKK-A-1822,” or similar standards organization. At a minimum, all vehicles shall meet any New Mexico Regulations Public Regulation Commission (PRC) NMAC 18.3.14 policies in effect at the time of original manufacture.

Equipment shall meet the minimum standards set forth by EMS policy and be generally consistent with equipment utilized by field crews today (e.g., powered gurneys and Zoll heart monitors are required). To simplify restocking of first responders, the provider is encouraged to work with the fire departments to develop a standardized equipment list.

Bidders shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. The fleet minimum shall be 140 percent of the peak staffing level. Further, no less than 50 percent of the reserve fleet may be unavailable in the County at any point during the Agreement term. Bidders shall describe its vehicle maintenance and replacement programs to ensure the highest level of operational readiness and mitigate unplanned maintenance issues. Ambulances will have a mileage cap of 250,000 for primary and 300,000 for backup units, unless a waiver is approved

by AOC based on objective criteria (e.g., service history, life expectancy, engine fluid analysis). Proposed subcontractors may use different style ambulances; however, they must comply with safety standards stated above.

All vehicles used in the SSP for the EOA shall display an approved design in a manner and format defined by the AOC that also meet applicable standards for identifying the service provider. Proposed subcontractors may use a different logo, text, and color; however, it shall be approved by the AOC and meet state civil code requirements. Each vehicle shall have markings approved or designed by the AOC to include 9-1-1 emergency number advertising.

CONTRACTOR shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of New Mexico and EMS Region II. For a list of required equipment and supplies, please see NMAC 18.3.14.

All current stock ALS equipment (i.e., drug boxes, defibrillators, radios) shall be supplied at 110 percent of peak-load requests. As the current EOA has a formal STEMI program and protocol, all Bidders shall include Zoll cardiac monitor/defibrillators with 12-lead interpretation capability. All monitor/defibrillators must have end-tidal CO_2 monitoring capability.

These requirements shall be met by the end of the 1st quarter or April 1, 2024.

4.15 Data Collection and Evaluation Requirements

The EOA first responders utilize ImageTrend and FirstDue for ePCR solutions. The Contractor may use any ePCR software; however, to the extent technically possible, it should accept first responder data in the field to simplify the turnover process. The CONTRACTOR shall complete all forms and data reports required by the AOC, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. The ePCR with at least the critical elements completed shall be printed or delivered electronically to the emergency department (ED) at the time of patient delivery at least 90 percent of the time. For high-acuity calls (e.g., cardiac arrest, heart attack, stroke, trauma) critical elements shall be completed 100 percent of the time prior to leaving the ED. ePCRs shall be 100 percent completed and the data available for review by the receiving hospital and Contract Administrator within 24 hours. All ePCR submission standards may be audited over any three-month period.

The CONTRACTOR will provide regular operational dashboard reports. These reports, in a format and period approved by the AOC, will include quality improvement (monthly), incidents of unit breakdowns, ePCR compliance

(quarterly), volume of out of county mutual aid calls completed and received per month (quarterly), and other key performance indicators used to determine compliance. The CONTRACTOR shall provide financials specific to this EOA at least annually, preferably independent audited with 120 days of fiscal year end. Additionally, the CONTRACTOR may be required to produce additional reports to the Contract Administrator. These reports may vary depending on specific issues that need to be addressed.

All parties involved agree to use available analytics to evaluate the first quarter performance. Upon implementation of FirstWatch, parties may retro-actively review prior quarterly performance.

Emergency Medical Dispatch Capabilities (EMD)
Upon implementation of an EMD system at MVRDA, all parties involved will review call priorities and time standards to develop a response matric that enhances the EMS system.

4.16 Financial Requirements

CONTRACTOR is expected to establish, in their responses to the RFP, that CONTRACTOR has a firm commitment to maintain:

- sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and

- sufficient financial resources to maintain all services for at least the primary Agreement period of five (5) years.

It is incumbent upon the CONTRACTOR to include sufficient information within the proposal package to allow independent reviewers and City Purchasing staff to determine that the CONTRACOTR:

- Understands and documents all costs associated with the Agreement;

- Has documented all revenue sources; and

- Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the Agreement.

All CONTRACTOR costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the CONTRACTOR's proposal, and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the CITY is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as

non-liquidated damages for non-performance and assist the City with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential bidders and disclosed in the bidder's proposal.

4.17 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls with a subsidy available from the County as part of this procurement.

- The CONTRACTOR will be scored on the subsidy requested based on the existing rates approved by the State.

It is also recognized that it may be in the best interest of the community to encourage other types of “at-risk” payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated by the CONTRACTOR. As future opportunities develop, CONTRACTOR must assure that all such arrangements will be forwarded to the AOC to be evaluated prior to implementation. The goal is to assure that the other ambulance call sources, which are not part of the Agreement arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the CONTRACTOR shall charge only the charges authorized under Agreement and the State of New Mexico. Any adjustment to the charges can be authorized by the State only. Before submitting such an increase, the CONTRACTOR shall submit to the AOC the substantial need and rationale for the request. Factors should include changes in the Consumer Price Index, uncontrollable expenses (e.g., fuel), and other relevant factors. No rate adjustment will be considered for the first 12 months, except if additional services are required. All documentation shall be provided based on a format required by the AOC.

CONTRACTOR may be allowed alternatives to traditional fee-for-service arrangements on a case-by-case basis if the CONTRACTOR is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the AOC’s satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

The current provider serving the EOA shared payer mix information, which is available in Attachment 2. Like call volume, the payer mix data has not independently validated the information and does not warrant any specific payer mix.

A. Public Funding Opportunities

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medicaid transports in some states. The CONTRACTOR will be willing to partner and contract as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that CONTRACTOR have utilized in other markets to reach these funding streams should be described as well as any recommended approaches to benefit this EOA.

4.18 First Responder/PSAP Training and Coordination

All first response agencies are fire-based, BLS systems with AED enhancement. The LCFD has ALS first responders. First responder agencies are an integral part of a quality EMS system, and the CONTRACTOR will be expected to document its experience and future efforts to coordinate with first responder agencies. The CONTRACTOR must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the CONTRACTOR and scheduled coordination meetings with these agencies are expected. The EOA is interested in the CONTRACTOR's experience with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. CONTRACTOR shall participate in critical incident stress management (CISM) and peer support programs along with first responders and other agencies to support the mental wellness of EMS staff.

CONTRACTOR must also agree to participate in training on Incident Command System (ICS) procedures related to multi-casualty incidents including, at a minimum, IS-100 (i.e., independent study program covering introduction to ICS). Field supervisors and managers will be expected to complete additional ICS training commensurate with their positions and possible role during a major incident. As an example, field supervisors and operational/clinical managers must complete ICS-300 and ICS-400 be capable of roles such as medical group supervisor, triage/treatment unit leader, patient transportation unit leader, etc. Managers should be prepared to function in a leadership and unified command role for larger incidents. All training shall be consistent with the local medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments regarding this coordination and training must be provided in the response to the RFP.

The CONTRACTOR shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response at no charge. In the future, the EMS stakeholders may develop a standardized disposable supply list to simplify restocking. The CONTRACTOR

agrees to coordinate with the first response providers to create this standard and stock identical items. This standardization should not have a negative financial impact on the CONTRACTOR.

ALS First Responder Fees

CONTRACTOR shall agree to provide an ALS first responder fee when it utilizes a first response agency's paramedic on its ambulance. The fee will be $50.00 per transport and paid quarterly to the respective agency. The CONTRACTOR will use prudent and normal industry billing standards to meet applicable laws and regulations. In exchange, the Contractor shall have the ability to bill at the ALS transport rate when ALS care was appropriate.

4.19 Implementation Schedule and Requirements

The CONTRACTOR must be able to meet all minimum requirements of this RFP and do so within established deadlines.

4.20 Safety and Risk Program

Bidders shall provide a safety and risk management program which shall include, at a minimum:

A. A safety manual that ensures compliance with New Mexico Occupational Safety and Health Bureau (OSHB) requirements.

B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.

C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.

D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.

E. The safety and risk program starts in the employment application phase and must include the following:

(1) an employment physical exam; and

(2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.

F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.

G. A continuing education program for all employees on safety and health issues that is scheduled no less than annually.

H. Ongoing monitoring of driver license status on all personnel.

I. Ongoing monitoring of clinical certifications, e.g., CPR, EMT, ACLS

4.21 Legal Entity

The CPMTRACTOR must be a single legal entity properly licensed to do business in the State of New Mexico. This shall include all business or professional licenses or certificates required by the nature of the Agreement work to be performed and held by the CONTRACTOR.

7.1 Performance Security Provisions

1. Contractor shall furnish, within 14 days of Agreement execution, performance security in an amount of one million dollars ($1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of Agreement default. Performance security options are:

    1. Performance Bond: A performance bond issued by a bonding company, appropriately licensed and acceptable to the City, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the City upon determination by the City that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the City.

    2. Irrevocable Letter of Credit: An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the City and from a bank or other financial institution acceptable to the City.

    3. Cash Deposit: Cash which must be deposited with an escrow holder acceptable to the City and subject to an escrow agreement approved by the City. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.

    4. Combination: Any combination of the above must be acceptable to the City.

2. Whatever form of performance security is chosen by the Bidder, the proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon thirty (30) days advance written notice to the City. Not later than twenty (20) days following the commencement of the thirty (30)-day notice period, Contractor shall provide to the City replacement security acceptable to the City in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of contract. Failure of the successful Bidder to meet these performance security requirements after selection, and prior to Agreement start date, shall result in forfeiture of the award.

7.2 Emergency Takeover
In the event Contract Administrator determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the AOC.

City of Las Cruces RFP# 22-23-021 County of Doña Ana County
If the AOC concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the City to affect an immediate takeover by the City of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than seventy-two (72) hours after AOC’s decision to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the City ambulances and associated equipment used in performance of the Agreement, including supervisor vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of BLS and ALS ambulances in accordance with minimum equipment and supplies.

Contractor shall deliver ambulances, facilities, and crew stations to the City in mitigation of any damages to the EMS system resulting from the Contractor's breach. However, during the City's takeover of the ambulances and equipment, City and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request and verified by the City Auditor (provided that the cost of Contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The City Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, City shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude City from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing AOC's findings or the nature and amount of the City's damages, if any, through litigation. Failure on the Contractor' part to cooperate fully with the City to affect a safe/smooth operations takeover shall itself constitute a breach of contract, even if it is later determined that the original AOC declaration of breach was made in error.

City shall have the right to authorize the use of vehicles and equipment by another company. Should the City require a substitute contractor to obtain insurance on equipment, or should the City choose to obtain insurance on vehicles, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

City agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, the City shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair or shall repair and return vehicles and equipment.

City may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than six months.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to the City during an emergency takeover period. Contractor shall maintain and provide to the City a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to the City within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

Attachment 1: Overview of City of Las Cruces and Doña Ana County

Geographic Profile

Doña Ana County, in terms of population, is the second largest county in New Mexico. The County comprises 3,808 square miles with 219,561 residents. The County seat, Las Cruces, has a population of 111,385, making it the second largest city in the state (Figure 1).

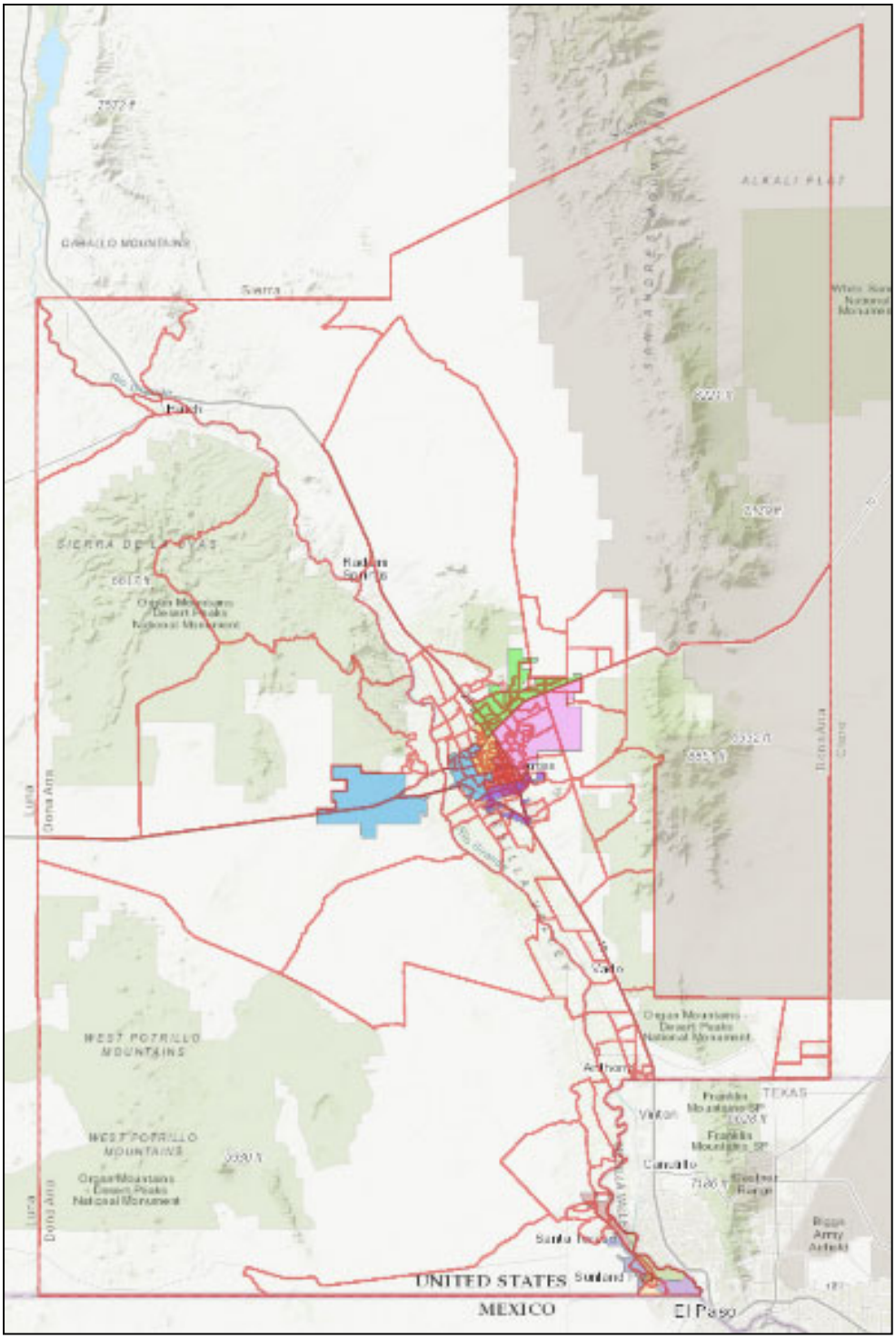


Figure 1

Attachment 2: EMS Zone Maps and Data

EOA Response Zones

There are currently two response zones – 1) within the City of Las Cruces and 2) the remainder of Doña Ana County. The proposed EOA response zones include three regions – A) urban: within and around the City of Las Cruces, B) suburban, and C) north: Hatch, Garfield, and Rincon (**Error! Reference source not found.**). Zones A and B have a level of performance (i.e., response time) standard (Figure 2). Zone C has a level of effort (i.e., staffing) standard.

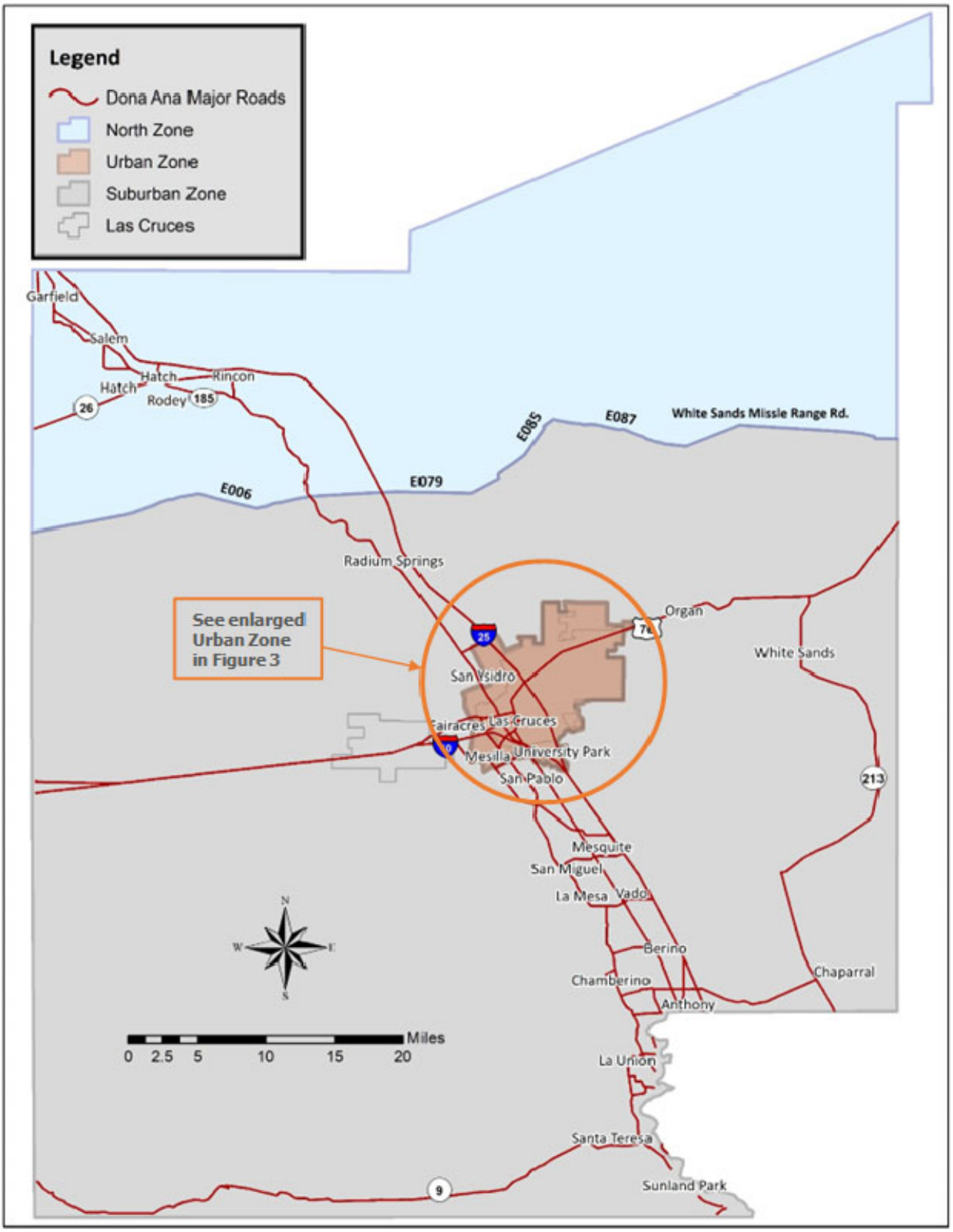

Legend
Dona Ana Major Roads
North Zone
Urban Zone
Suburban Zone
Las Cruces
Garfield
Salem
Hatch
Rincon
Hatch
Rodey
26
185
E085
E087
White Sands Missle Range Rd.
E006
E079
Radium Springs
See enlarged Urban Zone in Figure 3
25
70
Organ
White Sands
San Ysidro
Fairacres
Las Cruces
Mesilla
University Park
San Pablo
213
Mesquite
San Miguel
La Mesa
Vado
Berino
Chamberino
Chaparral
Anthony
La Union
Santa Teresa
Sunland Park
9
N
W
E
S
Miles
0 2.5 5 10 15 20

Figure 1

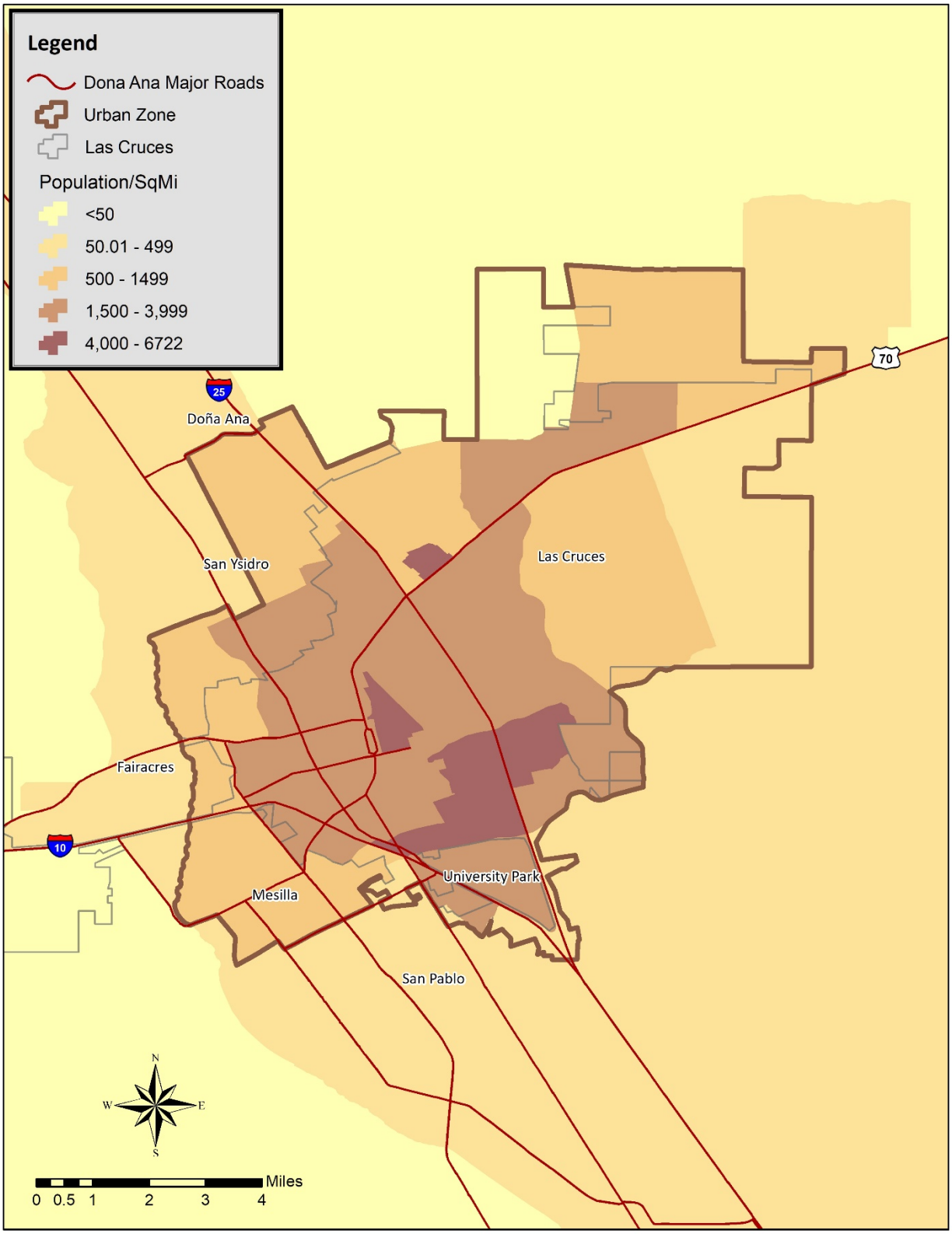
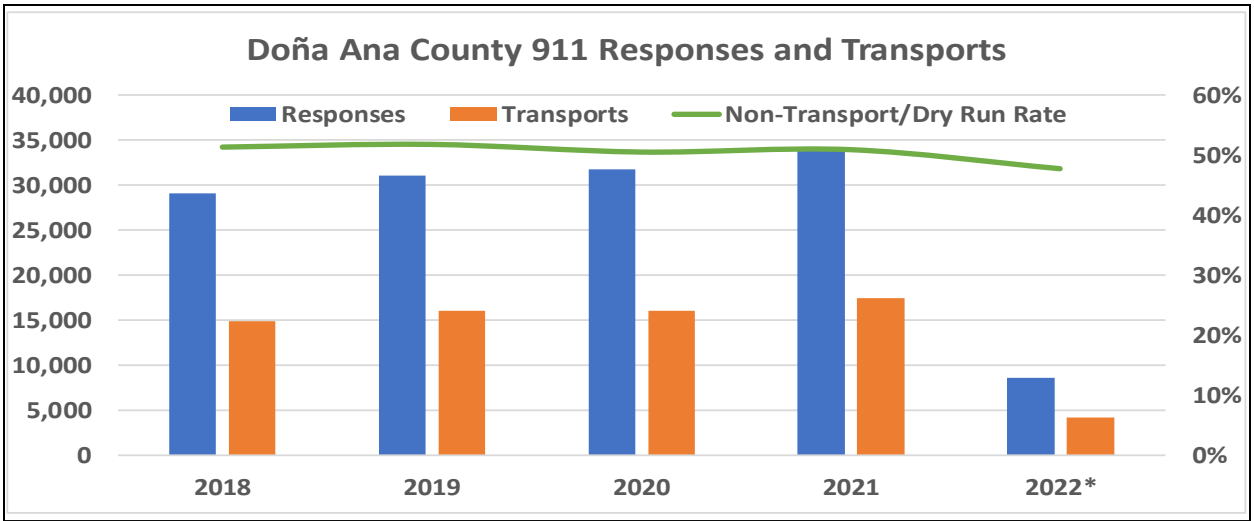

Legend
Dona Ana Major Roads
Urban Zone
Las Cruces
Population/SqMi
<50
50.01 - 499
500 - 1499
1,500 - 3,999
4,000 - 6722
25
Doña Ana
San Ysidro
Las Cruces
70
Fairacres
10
University Park
Mesilla
San Pablo
N
W
E
S
Miles
0 0.5 1 2 3 4

Figure 2

9-1-1 Responses and Transports

All 9-1-1 transports are currently performed by the contracted EOA provider and backup transports provided by LCFD (Figure 3).



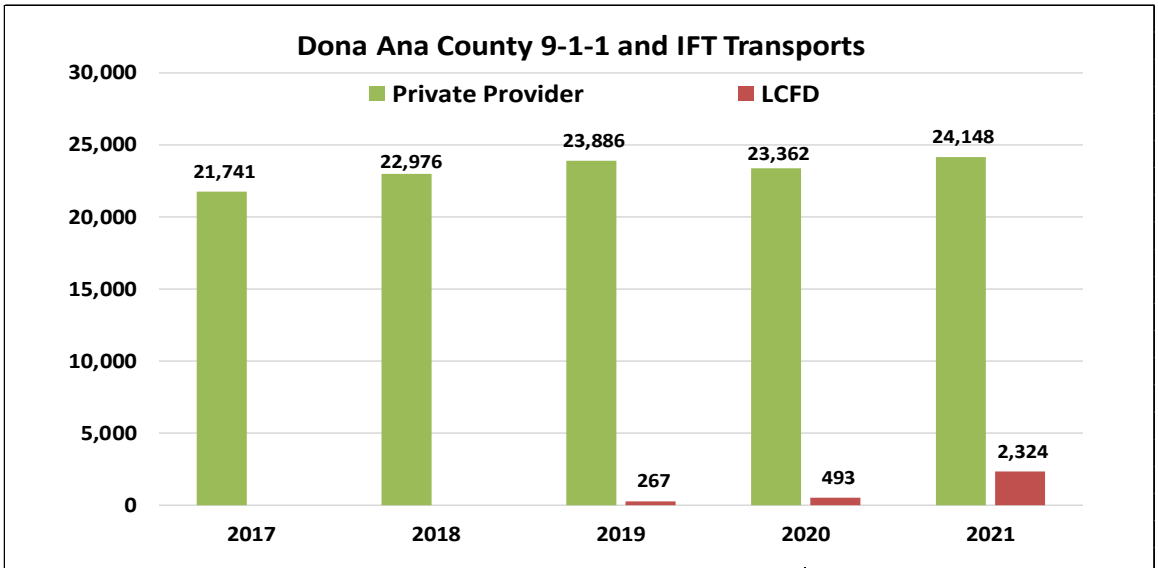
	2018	2019	2020	2021	2022*	Total
Responses	29,027	31,077	31,756	34,151	8,613	**134,624**
Transports	14,897	16,082	16,040	17,377	4,114	**68,510**
Non-Transport/Dry Run Rate	51%	52%	51%	51%	48%	51%

*Source: MVRDA (*2022 is Q1)*

Figure 3

EMS Transports

9-1-1 and IFT Transports completed by current provider or LCFD (**Error! Reference source not found.**).



	2017	2018	2019	2020	2021
Private Provider	21,741	22,976	23,886	23,362	24,148
LCFD	n/a	n/a	267	493	2,324
Average Mileage (private)	11.5	11.6	11.8	12.5	12.0

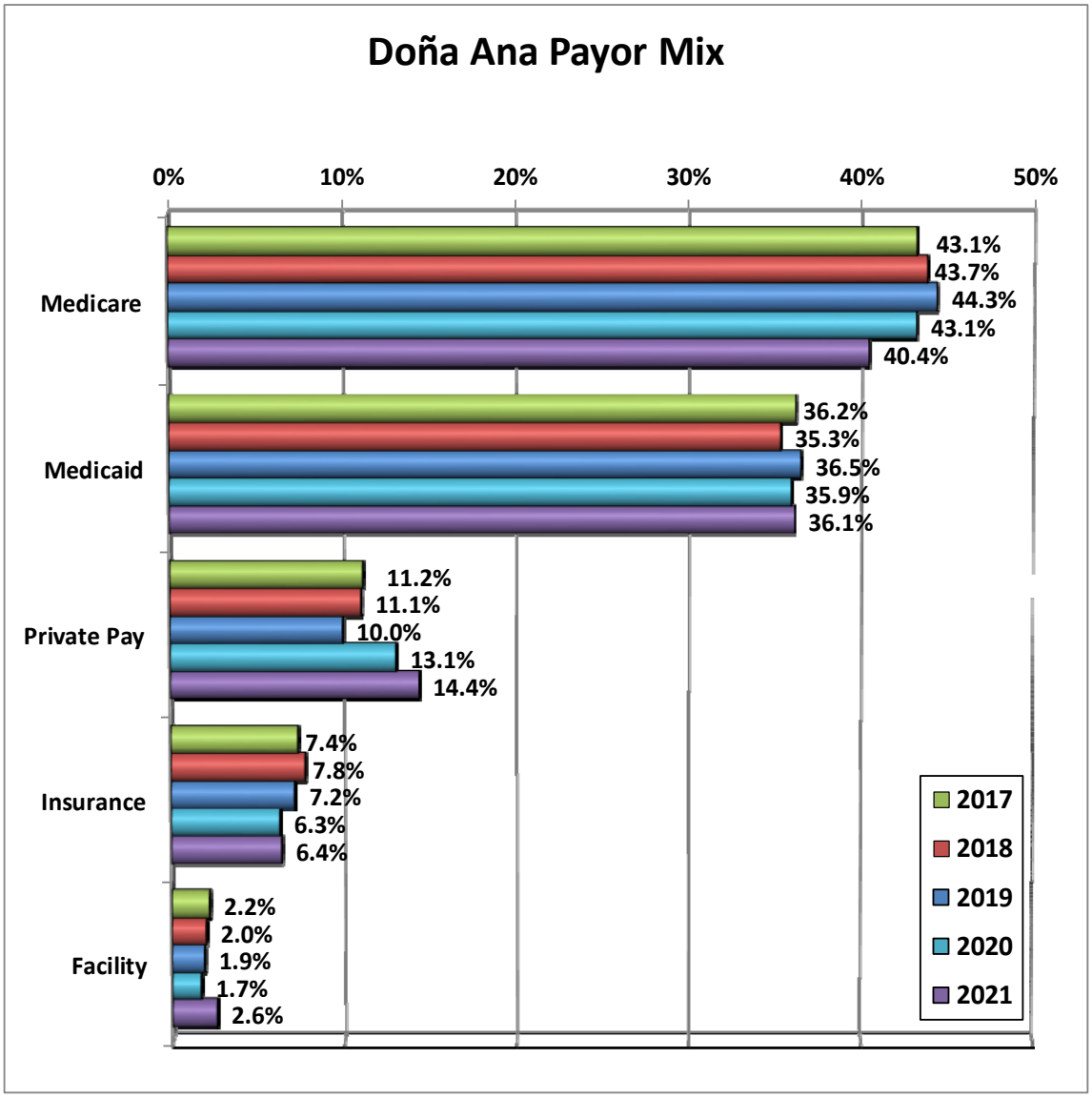
Source: Current Private Provider and LCFD Ambulances

Figure 4

Figure 5 reflects the 9-1-1 payor mix for the current provider, who serves the entire

Payor Mix					
Payor Type	**2017**	**2018**	**2019**	**2020**	**2021**
Medicare	43.1%	43.7%	44.3%	43.1%	40.4%
Medicaid	36.2%	35.3%	36.5%	35.9%	36.1%
Private Pay	11.2%	11.1%	10.0%	13.1%	14.4%
Insurance	7.4%	7.8%	7.2%	6.3%	6.4%
Facility	2.2%	2.0%	1.9%	1.7%	2.6%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

Source: Existing provider
Note: Includes IFT and 9-1-1 transports by private provider, does not include LCFD transports



Source: Existing private transport provider (includes IFT and 9-1-1 transports)

Figure 5

EOA/County.

Call Type Breakdown

2021 Call Breakdown

Call priority	Percentage
Emergency	65%
Non-emergency	35%

Source: MVRDA, 2021 data

Call response type	Percentage
ALS	100%
BLS	0%

Note: current agreement requires 100% ALS response with the ability to downgrade on scene

Projected Call Breakdown (using 2021 data)

Call priority	Percentage
Emergency	63%
Non-emergency	37%

Call response type	Percentage
ALS	76%
BLS	24%

Listed below are the MVRDA call types and whether they are ALS or BLS, and if an emergency response (and applicable to the response time standard) starting with this agreement (Figure 6).

Call Type		
ALS	**BLS**	
Emergency	**Emergency**	**Non-emergency (cont'd)**
Abdominal Pain	Amputation	Fall
Animal Bite EMS	Auto vs Pedestrian	Fever
Animal Bite/Animal Attacks	Chest Injury	Fire Standby
Animal bite/attack	Choking	Fire Structure
Animal Snake	Electrocution	Flu/flu symptoms
Bleeding	Laceration	Hazmat
Breathing Problem	MVA Injury	Hazmat Investigation
Breathing Problems	OB/GYN	Information Report
Cardiac arrest	Suicide Attempt	Ingestion/poisoning
Chest Pain	Syncope	Interfacility/transfer
Childbirth-Obstetrics	**Non-emergency**	Invalid Assist/Lifting Assist
CPR Adult	911 Hang Up	Lift Assist
CPR Child	Agency Assist	Medical - Alarm
CPR Infant	Aircraft Crash	Medical Alarm
Diabetic problem	Allergies	Medical Transport
Diabetic Problems	Allergies/Stings	MVA-Non Injury
Drowning	Altered LOC	Narcotics/Illegal Drugs
Gunshot Victim	Assault	Nausea/Vomiting
Headache	Back pain	Other
Heat Exposure	Back/Neck Pain	Pain
Machine/Equipment Injury	Behavioral Issues	Phone Call
Machinery-Industrial Accident	Brush/Wildland Fire	Psychiatric problem
MVA Injury Extra Response	Burglary Alarm	Public Assist
Overdose	Burns	Search and Rescue
Poisoning-Ingestion	Carbon Monoxide Inhalation	Standby
Pregnancy/Childbirth	Carbon monoxide poisoning	Suicidal Subject
Seizures/Convulsions	Civil Dispute/Standby	Technical Rescue
Sick person	Codes Enforcement	Test Page Fire
Stabbing	Cold Exposure	Traffic Accident
Stroke/CVA	Death	Traumatic Injury
Stroke/CVA/TIA	Disturbance Domestic	Unknown problem
Train Accident	Drunk/Intoxicated Subj	Vehicle Fire
Trauma	Explosion	Weakness
Unconscious/Fainting	Eye problem/injury	Welfare Check
Unconscious/unresponsive	Eye Problems/Injury	
Non-emergency		
Minor Medical		

Figure 6

Attachment 3: EMS Definitions

The following terms and abbreviations are utilized throughout the RFP.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Against Medical Advice (AMA) – Patients refusing treatment and/or transport even when the EMT or paramedic is recommending there is a need for care.

Agency Dispatch Date/Time – The date and time an ambulance is notified that it has a call for service. This starts the response time calculation for compliance.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Oversight Committee (AOC) – This committee comprised of City and County staff oversees the performance of the provider, including clinical and response time performance.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging

is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate. This ends the response time calculation for compliance.

Basic Life Support (BLS) – Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, continuous positive airway pressure, naloxone, albuterol, glucometer, bandaging, airway management, oxygen, and other specified techniques and procedures as defined by state law, local medical director, and administered by authorized personnel under the direct supervision of a base hospital.

BLS Unit – A properly staffed ambulance to perform emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

New Mexico Occupational Safety and Health Bureau (OSHB) – State agency that protects and improves the health and safety of working men and women in New Mexico.

Call Queuing – Stacking of calls waiting to be processed.

Call Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation to manually preserve intact brain function.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the County are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

CMS – Centers for Medicare and Medicaid Services

Commission on the Accreditation of Ambulance Services (CAAS) – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection,

ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the time period.

Diagnostic Related Group (DRG) – A bundled collection of billing codes that represents a specific injury or illness.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting state regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an IFT where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including IFT), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the state and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the state and whom has a valid license.

Enroute Time (Out of Chute) – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

ET3 – Emergency Triage, Treat, and Transport; a reimbursement model offered by CMS

First Responder – An agency with equipment and staff (e.g., fire engine, police car, or non-transporting unit) with personnel capable of providing appropriate first responder pre-hospital care.

First Responder ALS (FRALS) – Non-transport units that provide ALS level of service staffed by at least one paramedic.

Fractile Response – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90^{th} percentile, or 90 percent, standard is most commonly used. When a 90^{th} percentile response time standard is employed, 90 percent of the applicable calls are answered in less than eight minutes, while only 10 percent take longer than eight minutes.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Ground Emergency Medical Transportation (GEMT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medicaid members.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Institute for Health Improvement (IHI) – Organization known for healthcare expertise, help, and encouragement for change in health care, including the creation of the Triple Aim objective.

Interfacility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency.

Inter-Governmental Transfer (IGT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medicaid members.

Intermediate Life Support (ILS) – Care provided by Advanced EMTs. Sometimes referred to as Limited ALS care or EMT-Intermediates. Within the County, ILS ambulances are called "STAR" units.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

Las Cruces Fire Department (LCFD) – An all-hazards fire department providing medical first response and ambulance services to the residents of the City.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the City of Las Cruces EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid – shall refer to: 1) responses into the City of Las Cruces EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the City of Las Cruces EOA for the purpose of assisting the ground transport provider in an adjacent service area.

MVRDA – Mesilla Valley Regional Dispatch Authority.

National Fire Protection Association (NFPA) – A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life support procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – See ALS Unit.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Emergency Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with MVRDA policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Non-Emergency Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with MVRDA policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (i.e., unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit hours.

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the 9-1-1 system or over private telephone lines.

Quick Response Vehicle (QRV) – A vehicle equipped per Medical Director protocols, but does not transport patients; often used as a FRALS unit.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the EMT or paramedic agrees there is no need for care.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Return of spontaneous circulation (ROSC) – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

City of Las Cruces – The entity empowered by the City Council to contract for ambulance service that will provide coverage within the EOA.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency. Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standby Service – The dispatch of an emergency ambulance unit(s) by MVRDA authorized by the County at the specific request of a public safety agency to a position of immediate availability.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous. The EOA shall have a written, efficient, and effective SSP that clearly sets the expectations for dispatchers and field crews.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually enroute to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period, by the number of unit hours (hours of service) produced during the same period. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (i.e., unit hours) with actual time that those unit hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit hours consumed in productivity with the total available unit hours.

WSHD – West Side Healthcare District

Workload – measure of work performed by on-duty units during any given period.

Attachment 4: Current Rates

The following ambulance tariff is approved for the current Doña Ana County private provider and what is currently pending with the State of New Mexico PRC:

Level of Service	Current Rate
ALS2 – EMERGENCY BASE RATE	$750.00
ALS1 – EMERGENCY BASE RATE	$607.00
ALS1 – NON-EMERGENCY BASE RATE	$437.50
BLS – EMERGENCY BASE RATE	$625.25
BLS – NON-EMERGENCY BASE RATE	$393.75
SCT – SPECIALTY CARE BASE RATE	$846.00
MILEAGE (per loaded mile) RATE	$12.81
PATIENT EVALUATION	$100.00

Attachment 5: Report Card

Dona Ana County Transport Report Card				
Criterion	**Actual**	**Goal**	**Weighted Value**	**Score**
Chest Pain				
12 Lead aquired		90.0%	4.0%	0.00
STEMI recognition		90.0%	4.0%	0.00
Scene time less than 15 minutes		80.0%	4.0%	0.00
ASA administered		90.0%	3.0%	0.00
Appropriate NTG administration		90.0%	3.0%	0.00
Cardiac Arrest				
Chest compression fraction (CCF) greater than 60%		90.0%	4.0%	0.00
Advanced Airway placed per protocol (ET, LMA, Combi, etc.)		90.0%	4.0%	0.00
End-Tidal CO2 Monitored (Waveform)		90.0%	3.0%	0.00
Hypoglycemia				
BGL obtained before and after treatment		90.0%	4.0%	0.00
Corrected through treatment		95.0%	4.0%	0.00
Respiratory Distress				
O2 saturation and skin tones noted before/after oxygen administration		85.0%	3.0%	0.00
bronchodilator administration for wheezing		85.0%	4.0%	0.00
End-tidal CO2 tracked		90.0%	3.0%	0.00
Pain Management				
Pain score decreased after medication administration		90.0%	3.0%	0.00
Stroke				
Time last seen normal		90.0%	3.0%	0.00
Use of a prehospital Cincinnati stroke scale		90.0%	3.0%	0.00
BGL and Blood Pressure documented		90.0%	3.0%	0.00
Scene time less than 15 minutes		80.0%	4.0%	0.00
Transport to stroke capable facility with notification		90.0%	3.0%	0.00
Trauma				
Transport to appropriate trauma facility per local guidelines		90.0%	4.0%	0.00
Scene time less than 15 minutes		50.0%	4.0%	0.00
Sepsis				
Pulse, BP, Resp, Temp, and End-tidal CO2 documented		90.0%	3.0%	0.00
Fluid initiation		90.0%	3.0%	0.00
Oxygen Administered		90.0%	3.0%	0.00
Skills				
IV Success		75.0%	10.0%	0.00
End-tidal CO2 monitored after any successful ET intubation		90.0%	4.0%	0.00
QA/QI				
Reports QA/QI		80.0%	3.0%	0.00
Total Standards			**100.0%**	-

Green: Meet/Exceed Goal
Orange: 0-20% Below Goal
Red: >20% Below Goal

Standards for Report Card Inclusion
1) Meaningful to the patient
2) Measurable by the system
3) Manageable by the provider

Liq. Damage Relief	
Score	**Relief**
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

24-085

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:**	February 20, 2024
Drafter:	Rocio Gamboa	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET TO ADJUST THE BONDS DESIGNATED AS STATE SHARED GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2023A (SSGRT BONDS) AND AMEND THE FY2024 VEHICLE AQUISITION FUND.**

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

PURPOSE(S) OF ACTION:
Amend the FY2024 Budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On October 16, 2023, City Council approved Resolution No. 24-035, which authorized City staff to submit an application for financial assistance from New Mexico Finance Authority (NMFA) for the acquisition of fire equipment and the equipping of fire engine stations.

On November 6, 2023, City Council adopted Ordinance 3048 for the issuance of $5,600,000 SSGRT Series 2023A Bonds. The current FY2024 Vehicle Acquisition list identifies the purchase of two fire engines, ladder truck, ambulance, crash truck, and rescue vehicle.

The budget adjustment is to issue a budget for costs related to debt issuance, purchase of the equipment, and the bond debt service payment for principal and interest. City Council approval of this Resolution will authorize the adjustment to the FY2024 Budget to allow expenditures of the SSGRT Series 2023A Bonds proceeds for the fire equipment.

This resolution also includes an amendment to the Vehicle Acquisition Fund (VAF). This increases 36 police units by $4,000 each to add to the police unit upfit to include a scanner, printer, and laptop stands for a variety of police patrol functions and adds five (5) new replacement police units. Additional funds have been identified by the Police Department for these units.

SUPPORT INFORMATION:
Exhibit "A" - Fund Summary
Exhibit "B" FY24 VAF

PLAN(S):
Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various **AVAILABLE AMOUNT:** $0 **EXPENDITURE AMOUNT:** Various

Funding Source(s):

See Attached Exhibit "A"

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize a budget adjustment for proceeds and expenses associated with the SSGRT Series 2023A Bonds and amend the FY2024 VAF.
2. Vote "No"; this will not authorize a budget adjustment for proceeds and expenses associated with the SSGRT Series 2023A Bonds and not amend the FY2024 VAF.
3. Vote to "Amend"; this may delay the purchase of public safety vehicles where the SSGRT Bonds are the funding source and will require additional direction from City Council.
4. Vote to "Table"; this may delay the purchase of public safety vehicles where the SSGRT Bonds are the funding source.

REFERENCE INFORMATION:

Resolution 24-035
Ordinance 3048

RESOLUTION 24-085

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET TO ADJUST THE BONDS DESIGNATED AS STATE SHARED GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2023A (SSGRT BONDS) AND AMEND THE FY2024 VEHICLE AQUISITION FUND.

The City Council is informed that:

WHEREAS, on October 16, 2023, City Council approved Resolution No. 24-035, which authorized City staff to submit an application for financial assistance from New Mexico Finance Authority (NMFA); and

WHEREAS, on November 6, 2023, City Council adopted Ordinance 3048 for the issuance of $5,600,000 SSGRT Series 2023A Bonds; and

WHEREAS, the use of these funds includes the purchase of fire engines, ladder truck, ambulances, crash trucks, and rescue vehicles; and

WHEREAS, the FY2024 Budget will be amended to allow expenditure of the SSGRT Bond proceeds so that the Fire Department can commence with the purchase of fire engines, ladder trucks, ambulances, crash trucks, and rescue vehicles; and

WHEREAS, the FY2024 VAF will be amended to allow the Police Department to add five (5) new replacement units and increase the upfit budget for 36 police units.

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

(I)

THAT the FY2024 Budget is hereby amended as shown in Exhibit "A", attached hereto and made a part of this Resolution.

(II)

THAT the FY2024 VAF is hereby amended as shown in Exhibit "B", attached hereto and made a part of this Resolution.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	1500 HHR CONTINGENCY 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 10,548,762	13,967,612	0	13,967,612
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	14,640,868	14,640,868	0	14,640,868
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	**14,640,868**	**14,640,868**	**0**	**14,640,868**
TOTAL RESOURCES	**$ 25,189,630**	**28,608,480**	**0**	**28,608,480**
Expenditures				
General Government	0	0	0	0
Legislative	1,750,000	1,207,446	0	1,207,446
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 1,750,000**	**1,207,446**	**0**	**1,207,446**
Other Resources				
Operating Transfers In	500,000	500,000	0	500,000
Operating Transfers Out	(15,013,352)	(20,685,380)	(926,706)	(21,612,086)
Total Other Resources	**$ (14,513,352)**	**(20,185,380)**	**(926,706)**	**(21,112,086)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 8,926,278**	**7,215,654**	**(926,706)**	**6,288,948**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	3622 2023 NMFA FIRE DS 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	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	**$ 0**	**0**	**0**	**0**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	805,048	805,048
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**805,048**	**805,048**
Other Resources				
Operating Transfers In	0	0	926,706	926,706
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**926,706**	**926,706**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**121,658**	**121,658**

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	4622 23 NMFA EQUIPMENT 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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	5,580,000	5,580,000
Total Revenues	**0**	**0**	**5,580,000**	**5,580,000**
TOTAL RESOURCES	**$ 0**	**0**	**5,580,000**	**5,580,000**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	5,580,000	5,580,000
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**5,580,000**	**5,580,000**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**0**	**0**

Exhibit "B"

FY 2024 Vehicle Acquisition Funding

Department/LOB	Inventory #	Existing Model	Replacement Model	Estimated Replacement Cost	Funding by Source: Vehicle Acquisition Fund	Funding by Source: Utilities Funding	Funding by Source: Other Sources (Grant, Lease, Debt)
City Managers Office							
Facilities	New	New	Ford Maverick hybrid	35,000			$ 35,000
Facilities	New	New	Ford Maverick hybrid	35,000			$ 35,000
Visit Las Cruces	31344	Chevy Impala	Ford Maverick hybrid	35,000			$ 35,000
Visit Las Cruces	31870	Dodge Caravan	Ford Expedition	45,000			$ 45,000
			Total City Managers Office	**$ 150,000**	**$ -**	**$ -**	**$ 150,000**
Community Development							
Community Development/One stop Shop	30733	2006 F-150	Maverick hybrid	35,000	$ 35,000		
Community Development/One stop Shop	30845	2006 F-150	Maverick hybrid	35,000	$ 35,000		
			Total Community Development	**$ 70,000**	**$ 70,000**	**$ -**	**$ -**
Fire							
Emergency Response	31550	2000 Pierce Fire Engine	2023 Pierce Engine	$ 900,000			$ 900,000
ARFF	31026	2007 ARFF	2023 CRASH TRUCK	$ 1,300,000			$ 1,300,000
Emergency Response	New	New/Replace TRT Station 9	2023 Pierce Engine	$ 1,000,000			$ 1,000,000
Emergency Response	New	New / Station 9	2023 Pierce Ladder	$ 1,700,000			$ 1,700,000
Emergency Response	New	New	Osage Ambulance	$ 350,000			$ 350,000
Technical Rescue Team	31248	2008 International 4400	F-550 Pierce Rescue	$ 250,000			$ 250,000
Inspector	New	New	F-150 Electric	$ 64,000			$ 64,000
Training BC	31183	2008 Ford Expedition	F-150 Electric	$ 64,000	$ 64,000		
Training LT	32530	2017 Ford Expedition	F-150	$ 45,000	$ 42,000		$ 3,000
Hazmat Rescue	25095	2000 International 4700	Pierce Rescue	$ 1,100,000			$ 1,100,000
Operational Support BC	32222	2015 Ford Expedition	F-150 Electric	$ 64,000			$ 64,000
Health and Wellness	New	New	F-150 Electric	$ 64,000			$ 64,000
			Total Fire	**$ 6,901,000**	**$ 106,000**	**$ -**	**$ 6,795,000**
Legal							
Compliance	31356	2009 Ford Escape	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Compliance	31365	2009 Ford Explorer	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
			Total Legal	**$ 70,000**	**$ 70,000**	**$ -**	**$ -**
Parks & Recreation							
Parks & Rec CMB	31580	2010 E-450 Van	E-350 Cargo Van Electric	$ 64,000	$ 64,000		
Parks & Rec CMB	31124	2008 F-250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	33245	Toro	Toro Workman MDX	$ 14,000	$ 14,000		
Parks & Rec Out of School & Youth Div	30797	2006 Transit Van	*F-350 Transit Van- 15 Passenger	$ 63,000	$ 63,000		
Parks & Rec CMB	25703	2000 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Parks & Rec CMB	33246	Toro MD	Toro Workman MDX	$ 14,000	$ 14,000		
Out of School Time & Youth Div	31841	2000 Ford Excursion	*F-350 Transit Van- 15 Passenger	$ 63,000	$ 63,000		
Parks & Rec CMB	33247	Toro MD	Toro Workman MDX	$ 14,000	$ 14,000		
Parks & Rec CMB	30995	2007 Tympco mini sweeper	Mad Vac Mini sweeper	$ 162,000			$ 162,000
Parks & Rec CMB	30913	2006 F-250	*F-250	$ 55,000			$ 55,000
Parks & Rec CMB	31122	2008 F250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	31252	John Deere Gator	Toro Workman MDX	$ 14,000			$ 14,000
Parks & Rec CMB	30915	2007 F-250	*F-250	$ 55,000	$ 55,000		
Parks & Rec CMB	31258	John Deere Gator	Toro Workman MDX	$ 14,000			$ 14,000
Parks & Rec CMB	31125	2008 F-150	F-150 Electric	$ 64,000	$ 64,000		
Parks & Rec CMB	31347	2009 F-150	F-150 Electric	$ 64,000			$ 64,000
Parks & Rec Health & Fitness	32790	2017 Electric GEMS	Toro Workman GTX	$ 20,360			$ 20,360
			Total Parks & Recreation	**$ 825,360**	**$ 496,000**	**$ -**	**$ 329,360**
Quality of Life							
Senior Programs	31010	2007 Ford Ranger	F-150* Hot/Cold Body	$ 58,000	$ 58,000		
Senior Programs	31011	2007 Ford Ranger	F-150* Hot/Cold Body	$ 58,000	$ 58,000		
Senior Rec	New	New	F-150* Electric	$ 64,000			$ 64,000
Senior Rec	New	New	F-150* Electric	$ 64,000			$ 64,000
Directors Office	New	New	Ford Transport Van Electric	$ 64,000	$ 64,000		
			Total Quality of Life	**$ 308,000**	**$ 180,000**	**$ -**	**$ 128,000**
Police							
Public Safety	22416	1988 Ford Van	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	27598	2003 Chevy Impala	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	30720	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	30721	2006 Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	30907	2007 Chevy Malibu	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31074	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31292	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31293	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31294	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31405	Ford Crown Vic	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31543	2010 Dodge Charger	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31806	2011 Chevy Camaro	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31810	2004 Chevy Avalanche	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31941	2013 Dodge Charger	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	31942	2013 Dodge Charger	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	22493	1998 Chevy Truck	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	33348	2018 Ford Focus	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	33741	2020 Interceptor	Ford Interceptor Hybrid	$ 79,000	$ 75,000		$ 4,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00

FY 2024 Vehicle Acquisition Funding

Department/LOB	Inventory #	Existing Model	Replacement Model	Estimated Replacement Cost	Funding by Source: Vehicle Acquisition Fund	Funding by Source: Utilities Funding	Funding by Source: Other Sources (Grant, Lease, Debt)
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	New	New	Ford Interceptor Hybrid	$ 79,000			$ 79,000.00
Public Safety	31869	2012 Dodge Charger	Ford Maverick	$ 28,810			$ 28,810.00
Public Safety	30934	2007 Ford F250	Ford Maverick	$ 28,810			$ 28,810.00
Public Safety	30291	2006 Ford F250	Ford Escape	$ 39,369			$ 39,369.00
ACO	31035	2008 Ford Taurus	Ford F250 Extended cab	$ 53,049			$ 53,049.00
ACO	31999	2013 Ford Focus	Ford F250 Extended cab	$ 53,049			$ 53,049.00
Community Outreach	New	New	Hyundai Kona Electric	$ 40,000			$ 40,000.00
			Total Police	**$ 3,087,087**	**$ 1,350,000**	$ -	**$ 1,737,087**
* Indicates no suitable electric vehicle.							
Public Works							
Construction Management	30917	2007 Ford F-150	F-150	$ 45,000	$ 45,000		
Construction Management	30752	2006 Ford F-150	F-150	$ 45,000	$ 45,000		
Administration	37317	2009 Ford Ranger	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Public Infrastructure	30749	2006 Ford F-150	F-150	$ 45,000	$ 35,000		$ 10,000
Public Infrastructure	New	New	F-150	$ 45,000			$ 45,000
Public Infrastructure	30926	2007 F-150	F-150	$ 45,000	$ 45,000		
Public Infrastructure	31076	2008 F-150	F-150 Electric	$ 64,000	$ 64,000		
Streets Management	New	New	F-350	$ 70,000			$ 70,000
Public Infrastructure	29268	2005 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		$ 10,000
Public Infrastructure	31348	2009 F-150	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		$ 10,000
Streets Management	31341	2009 F-350	F-350	$ 70,000			$ 70,000
Streets Management	31342	2009 F-350	F-350	$ 70,000			$ 70,000
Administration	30575	2006 Ford Explorer	Ford Maverick hybrid/AWD	$ 35,000	$ 35,000		
Streets Management	New	New	Peterbilt Dump Truck	$ 210,000			$ 210,000
Streets Management	30706	2006 Case Skid Steer	Caterpillar Skid Steer	$ 75,000			$ 75,000
Streets Management	31374	2009 John Deere	John Deere	$ 250,000			$ 250,000
			Total Public Works	**$ 1,174,000**	**$ 374,000**	$ -	**$ 820,000**
Transit							
Roadrunner Transit	27019	2002 Chevy Venture	Ford Transit 3E350 Van	$ 55,000			$ 55,000
Roadrunner Transit	31581	2010 Ford E450	Ford E-450	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	31834	2012 Ford E-350	Ford E-450	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	New	New	Ford E-450	$ 120,000			$ 120,000
Roadrunner Transit	New	New	Ford E-350	$ 120,000			$ 120,000
Roadrunner Transit	31835	2012 Ford E-350	Ford E-350	$ 120,000	$ 18,000		$ 105,000
Roadrunner Transit	31833	2012 Ford E-350	Ford E-350	$ 120,000			$ 105,000
Roadrunner Transit	27019	2002 Chevy Venture	Ford Transport Van	$ 54,000			$ 54,000
			Total Transit	**$ 829,000**	**$ 54,000**	$ -	**$ 769,000**
Utilities							
Locating & Mapping	32415	2016 F-150	F-150 Electric	$ 75,000		$ 75,000	
Locating & Mapping	32416	2016 F-150	F-150 Electric	$ 75,000		$ 75,000	
Water Line Maintenance	32111	2014 F-250	F-250	$ 60,000		$ 60,000	
Water Line Maintenance	32162	2014 F-250	F-250	$ 60,000		$ 60,000	
*Meters, Valves, Hydrants	New	New	Intl 4400	$ 180,000		$ 180,000	
*Meters, Valves, Hydrants	New	New	F-550, Utility bed, 4x4	$ 90,000		$ 90,000	
*Meters, Valves, Hydrants	New	New	F-250, Utility bed, 4x4	$ 60,000		$ 60,000	
Wastewater Line Maintenance	21216	1995 Cargo Van	Ford Transit Cargo TV Van	$ 300,000		$ 300,000	
Solid Waste Commercial Collection	31376	2009 Nissan Forklift	Forklift	$ 40,000		$ 40,000	
Solid Waste Residential Collection	32303	2015 Peterbilt M32	Residential Side loader	$ 350,000		$ 350,000	
Solid Waste Residential Collection	New	New	Isuzu FTR w/Quantum Curb tender	$ 225,000		$ 225,000	
Solid Waste Green Waste	31579	2010 Grappler	Grappler	$ 250,000		$ 250,000	
Solid Waste Green Waste	New	New	Komptech Topturn X63	$ 700,000		$ 700,000	
			Total Utilities	**$ 2,465,000**	$ -	**$ 2,465,000**	**$ -**
			Total VAF by Funding Source	**$ 15,879,447**	**$ 2,700,000**	**$ 2,465,000**	**$ 10,728,447**

* Indicates no suitable electric vehicle.

3063; Council Bill 24-021

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☒ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6** ☐ **N/A**		
1st Reading:	February 20, 2024	**Adopted:**	March 5, 2024
Drafter:	John Castillo	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM R-3 (HIGH-DENSITY RESIDENTIAL FROM THE SOUTH MESQUITE OVERLAY) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT FROM THE SOUTH MESQUITE OVERLAY). THE SUBJECT PROPERTY ENCOMPASSES 0.233 ± ACRES AND IS LOCATED AT 541 CAMPO STREET. THE ZONE CHANGE IS TO ALLOW FOR THE FUTURE DEVELOPMENT OF A COMMERICAL BUSINESS ON THE SUBJECT PROPERTY.**

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 R-3 (High-Density Residential from the South Mesquite Overlay) to C-1 (Neighborhood Commercial District from the South Mesquite Overlay) for a residentially developed parcel of land located at 541 S. Campo Street. The purpose for the proposed zone change is to allow the property to expand beyond the residential and limited commercial land uses that are permitted under the existing zoning for future commercial development.

The property is zoned R-3 (High-Density Residential from the South Mesquite Overlay) which allows for various residential development (i.e., Single-Family Residence, duplex, triplex, quadplex, apartments, etc.) and limited non-residential development. The proposed zone change request will allow for the redevelopment of a residential home into a commercial development. As the property is located within the South Mesquite Overlay District (SMO), the proposed C-1 zoning designation will allow for a range of residential, office and commercial land uses. The surrounding area consists of the Downtown Development Code (DDC) area, the Lohman/Amador mixed-use corridor as well as South Mesquite Overlay/Neighborhood.

The proposed zone change is consistent with the intent and purpose of Elevate Las Cruces Comprehensive Plan through several Goals, Policies, and Actions. Campo Street is classified as a collector roadway in Elevate Las Cruces' Future Thoroughfare Map and the Mesilla Valley MPO Future Thoroughfare Plan which support commercial development. The subject property is also located within the Urban Neighborhood Place

Type, as indicated by the Future Development Map. The Urban Place Type is defined with variety of housing types at medium-to-high densities and areas of supporting neighborhood commercial development. This is shown through the incorporation of small-scale commercial uses or mixed-use buildings on major thoroughfares, as well as providing a transition in development scale between major thoroughfares and surrounding neighborhoods.

Section 38-49.2.J.2.D of the 2001 Zoning Code requires a recommendation from the Historic Preservation Commission (HPC) to the Planning and Zoning Commission (P&Z) for zone change requests. On December 06, 2023 the HPC met during a public hearing to review and make a recommendation on the zone change based on compliance with the SMO. After discussion amongst the community and the HPC members, the HPC voted to recommend denial for the proposed zone change by a vote of 0-4-0 (three commissioners absent). The commissioners provided no findings with the vote.

On December 19, 2023 the Planning and Zoning Commission, per Section 38-10 B. 2. B. of the 2001 Zoning Code, as amended, recommended denial of the proposed zone change by a vote of 0-6-0 (One Commissioners Seat Vacant) based on the following findings:

•The zone change request does not follow the intent and purpose of the Mesquite Historic District Design Plan.

•Based on the recommendation of the Historic Preservation Commission and the findings provided by the Historic Preservation Specialist.

•Does not meet the intent and purpose of Elevate Las Cruces Comprehensive Plan.

The case was publicly noticed in accordance with the City's notification provisions; staff received several phone calls and emails in support of and opposition to the zone change prior or during the HPC and P&Z hearing.

SUPPORT INFORMATION:

Exhibit "A" - Site Plan
Exhibit "B" - Findings
Attachment "A" - Case 23ZO0500120 P&Z Staff Report
Attachment "B" - HPC Meeting Minutes 12.6.2023
Attachment "C" - P&Z Meeting Minutes 12.19.2023
Attachment "D" - Additional Public Comment Prior to P&Z Meeting

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Historic Preservation, P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

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

ORDINANCE 3063; COUNCIL BILL 24-021

AN ORDINANCE APPROVING A ZONE CHANGE FROM R-3 (HIGH-DENSITY RESIDENTIAL FROM THE SOUTH MESQUITE OVERLAY) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT FROM THE SOUTH MESQUITE OVERLAY). THE SUBJECT PROPERTY ENCOMPASSES 0.233 ± ACRES AND IS LOCATED AT 541 CAMPO STREET. THE ZONE CHANGE IS TO ALLOW FOR THE FUTURE DEVELOPMENT OF A COMMERICAL BUSINESS ON THE SUBJECT PROPERTY.

The City Council is informed that:

WHEREAS, Libbin Underwood Engineering and Surveying, representatives, has submitted a request for a zone change from R-3 (High Density Residential District from the South Mesquite Overlay) to C-1 (Neighborhood Commercial District from the South Mesquite Overlay) for 541 S Campo Street; and

WHEREAS, the proposed C-1 zoning designation will allow for a range of land uses including residential, office, and commercial; and

WHEREAS, the proposed zone change is supported by Elevate Las Cruces Comprehensive Plan, by promoting investment within older areas of the City through redevelopment as it shows the incorporation of small-scale commercial uses or mixed-use buildings on major thoroughfares and surrounding neighborhoods; and

WHEREAS, the proposed C-1 zoning designation is supported by the purpose and goals laid out in the Mesquite Neighborhood Plan and Mesquite Neighborhood District Design Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on December 16, 2023 recommended that said zone change request be denied by a vote of 5-0-0 (one commissioner absent, one commissioner seat vacant).

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-1 (Neighborhood Commercial District).

(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 and 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"

ZONE MAP

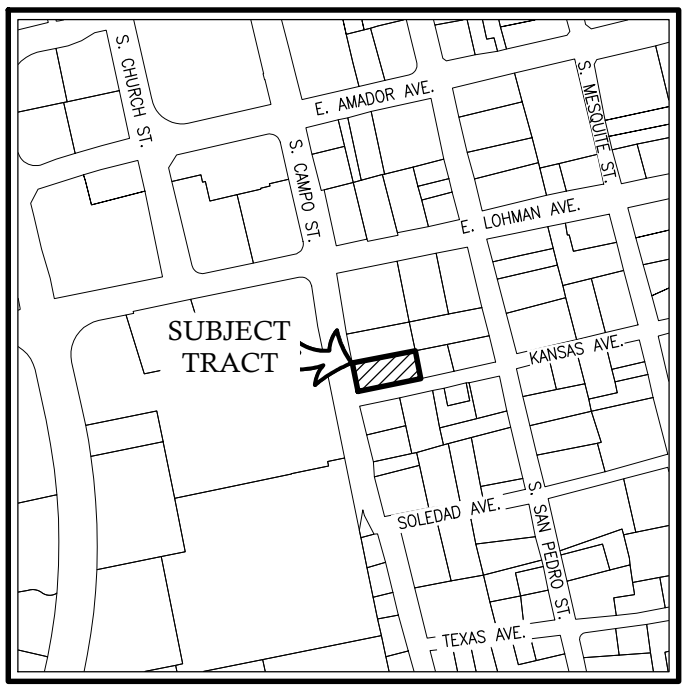
FOR A TRACT OF LAND BEING THE SOUTHWEST CORNER OF BLOCK 88 OF THE ELMENDORF-BARROWS MAP OF LAS CRUCES
LOCATED THE SOUTHEAST 1/4 OF SECTION 18, T23S, R2E, NMPM
WITHIN THE CITY OF LAS CRUCES,
DOÑA ANA COUNTY, NEW MEXICO
SCALE 1"= 20' JULY 26, 2023

OWNER OF RECORD:

SANDRA L. CALDERON & TROY MILLER
541 S CAMPO STREET
LAS CRUCES, NM 88001
REC#0806409
MARCH 4, 2008

LEGEND

	SUBJECT TRACT BOUNDARY LINES & CORNER; ALL MONUMENTS ARE INDIVIDUALLY DESCRIBED
S.I.R.	SET #5 STEEL REBAR WITH PLASTIC YELLOW CAP; NMPLS #5983
(F)	FIELD MEASUREMENT
(R)	RECORD MEASUREMENT
	AREA OF PROPOSED ZONE CHANGE



VICINITY MAP
NTS

DESCRIPTION OF PART OF BLOCK 88
EXISTING ZONE R-3; TO BE ZONED (C-1)

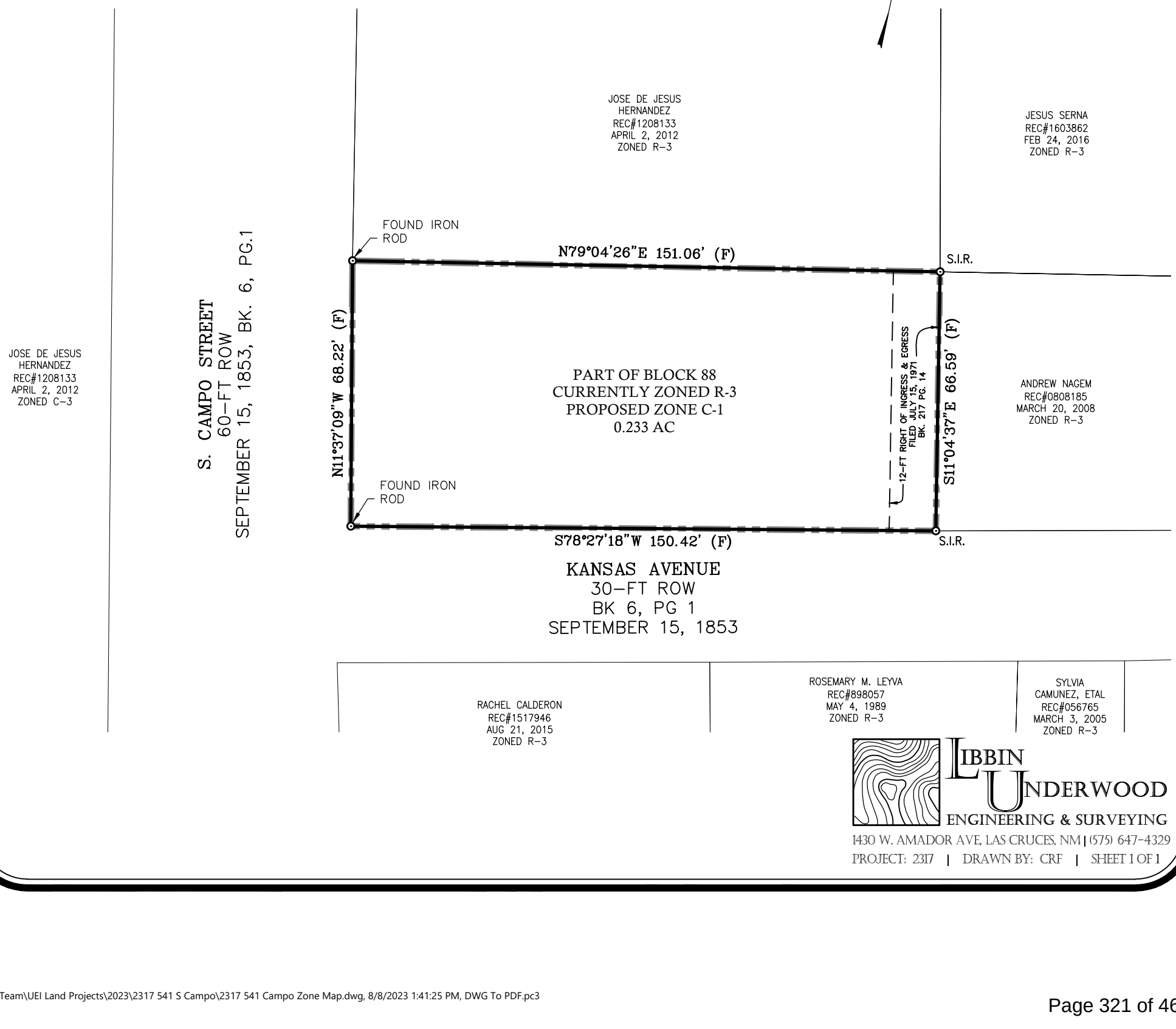
A TRACT OF LAND BEING PART OF BLOCK 88 OF THE ELMENDORF–BARROWS MAP OF LAS CRUCES AS FILED JULY 8, 1931, IN PLAT RECORD 6, PAGE 10 OF THE DOÑA ANA COUNTY CLERK RECORDS; THIS TRACT IS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 18, T23S, R2E, NMPM, USRS, WITHIN THE CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF S. CAMPO STREET AND KANSAS AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT, WHICH POINT IS THE SOUTHWEST CORNER OF SAID BLOCK 88; THENCE FROM SAID POINT OF BEGINNING N11°37'09"W ALONG THE EAST RIGHT–OF–WAY LINE OF SAID CAMPO STREET A DISTANCE OF 68.22 FEET TO A FOUND IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE LEAVING SAID RIGHT–OF–WAY LINE, N79°04'26"E A DISTANCE OF 151.06 FEET TO A SET #5 REBAR WITH PLASTIC YELLOW CAP FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S11°04'37"E A DISTANCE OF 66.59 FEET TO A SET #5 REBAR WITH PLASTIC YELLOW CAP ALONG THE NORTH RIGHT–OF–WAY LINE OF SAID KANSAS AVENUE FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S78°27'18"W ALONG SAID RIGHT–OF–WAY LINE A DISTANCE OF 150.42 FEET BACK TO THE POINT OF BEGINNING.

THIS TRACT CONTAINS 0.233 ACRES, MORE OR LESS, OF LAND AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

0' 10' 20'
SCALE: 1" = 20'

N



LIBBIN UNDERWOOD
ENGINEERING & SURVEYING
1430 W. AMADOR AVE, LAS CRUCES, NM | (575) 647-4329
PROJECT: 2317 | DRAWN BY: CRF | SHEET 1 OF 1

EXHIBIT “B”

FINDINGS

1. The zone change request will allow for the attraction and retention of businesses at a small scale and provide buffering to the residential neighborhood to the east and south.
2. The expanded uses allowed by the proposed zone change is consistent with existing uses in close proximity to the subject property (2001 Zoning Code, Section 38-33).
3. The subject property is just south of the Downtown Development Code (DDC) area where a variety of commercial, industrial, office, and institutional uses are allowed.
4. The subject property is located along a collector roadway where commercial zoning and associated land uses are encouraged (2001 Zoning Code, Section 38-32 D).
5. The proposed zone change meets the intent of Elevate Las Cruces Comprehensive Plan as it provides a low intensity commercial node adjacent to residential land uses and zoning districts.
6. The proposed zone change 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.
7. Based upon staff’s analysis of the proposal, the proposed zone change meets the intent and purpose of the Mesquite Neighborhood Plan and Mesquite Historic District Design Plan.

ATTACHMENT "A"

CITY OF LAS CRUCES

ZONING

Planning & Zoning Commission 12/19/2023
CASE 23ZO0500120: REZONING

STAFF CONTACT:	John Castillo, (575) 541-2288, jcastillo@lascruces.gov
OWNER:	Sandra L Calderon & Troy Miller
REPRESENTATIVE:	Libbin Underwood Engineering and Surveying
DISTRICT:	District #1
SITE ADDRESS:	541 S Campo Street
EXISTING ZONING:	South Mesquite Overlay/ R-3 (High Density Residential District)
REQUEST:	To rezone from R-3 (High Density Residential District) to C-1 (Neighborhood Commercial District)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 23ZO0500120:
The applicant is requesting a zone change from R-3 (High Density Residential District) to C-1 (Neighborhood Commercial District) on a property encompassing 0.23 ± acres and located at 541 S. Campo Street, to allow for the development of a commercial business.

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

- The zone change request will allow for the attraction and retention of businesses at a small scale and provide buffering to the residential neighborhood to the east and south.
- The expanded uses allowed by the proposed zone change is consistent with existing uses in close proximity to the subject property (2001 Zoning Code, Section 38-33).

- The subject property is just south of the Downtown Development Code (DDC) area where a variety of commercial, industrial, office, and institutional uses are allowed.
- The subject property is located along a collector roadway where commercial zoning and associated land uses are encouraged (2001 Zoning Code, Section 38-32 D).
- The proposed zone change meets the intent of Elevate Las Cruces Comprehensive Plan as it provides a low intensity commercial node adjacent to residential land uses and zoning districts.
- The proposed zone change 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.
- Based upon staff's analysis of the proposal, the proposed zone change meets the intent and purpose of the Mesquite Neighborhood Plan and Mesquite Historic District Design Plan.

PROPOSAL AND LAND USE HISTORY

DETAILED DESCRIPTION:

The applicant is seeking a zone change from R-3 (High Density Residential District) to C-1 (Neighborhood Commercial District), within the South Mesquite Overlay for future commercial development. The subject property is 0.23 ± acres in size with a residential home, located at the corner of Campo Street and Kansas Avenue. Under the existing R-3 zoning designation the property is permitted various types of residential and very limited commercial land uses.

The proposed zone change to C-1 will allow the property to expand beyond the residential and limited commercial land uses. It will allow for low intensity commercial land uses in accordance with the 2001 Zoning Code, as amended. The proposed zone change is adjacent to the Mixed-Use Corridor along Lohman Avenue and Amador Avenue, as well as, adjacent to Campo Street, a collector thoroughfare that creates a transitional area between the existing residential neighborhood and existing commercial.

LAND USE HISTORY:

The subject property is located on the northeast corner of S. Campo Street and Kansas Avenue, at 541 S. Campo Street. The property contains a residence that was built in 1945. The subject property was zoned R-3 prior to 1981.

This property is a part of the Original Townsite located within the Mesquite Historic District. In May of 2005 the subject property and surrounding area established the South Mesquite Overlay through the adoption of Ordinance No. 2200. This overlay district is designed to positively address issues unique to the Las Cruces Original Townsite and surrounding area through the adopted Mesquite Neighborhood Plan and the Mesquite Historic District Neighborhood Design Plan.

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
Mesquite Neighborhood Plan and Design Plan	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
Campo Street is primarily a mixed-use corridor that runs from Picacho Avenue to El Paseo Road providing connections to major thoroughfares. Lohman Avenue and Campo Street are dominated by a variety of commercial, office, and retail land uses that buffer the various types of residential housing in the area. There is R-3 zoning to the north, east and south. There is commercial zoning to one parcel north and west of the subject property.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
The subject property is in an area designated as the Urban Neighborhood Place Type and one block south to a designated Mixed-Use Corridor Place Type in the Elevate Las Cruces Comprehensive Plan and Future Development Map. The Urban Neighborhood Place Type includes a variety of residential housing types at medium to high density and areas of supporting neighborhood retail and office uses. Additionally, a Mixed-Use Corridor is supported by a mix of residential and non-residential land uses along roadway or trail corridors. The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed zone change:

- Community Environment:
  - Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
    - Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
  - Goal CE-4: Complete neighborhoods - Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
    - Policy CE-4.2: Incorporate employment and shopping nodes into new and redeveloping neighborhoods that incorporate a wide range of recreational, commercial, and civic uses.

- Community Prosperity
  - Goal CP-2: Economic Equity – Generate employment opportunities that create economic security for all residents.
    - Policy CP-2.2 – Support efforts to connect vulnerable populations to job opportunities.
      - Action CP-2.2.2 – Identify and promote places of employment to minimize commutes and increase accessibility to other transportation modes to create a job-housing balance.

- Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
  - Policy CP-4.2 - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.

- Community Livability:
  - Goal CL-15: Historic and Cultural Values – Value and protect the historic and cultural properties and sites in the community.
    - Policy CL-15.2 - Provide resources to improve and maintain historic properties.
      - Action CL-15.2.2 - Provide incentives to those interested in rehabilitating historic buildings including property tax relief, revolving loan funds, low-interest loans, and waivers to standards that may impede rehabilitation, preservation, or reuse of historic properties.

The request to rezone the property from R-3 to C-1 is not out of context with Elevate Las Cruces Comprehensive Plan. The Urban Neighborhood Place Type encourages a diverse assortment of commercial and professional services that would be made available to existing residential neighborhoods. Additionally, Elevate Las Cruces calls out to utilize the following development strategies: "Promote higher development intensities along major thoroughfares, especially those with transit services." and "incorporate small-scale commercial uses or mixed-use building on major thoroughfares" to accomplish mixed use areas.

MESQUITE HISTORIC DISTRICT NEIGHBORHOOD PLAN AND DESIGN PLAN:
The Mesquite neighborhood is comprised of buildings that have been constructed primarily in a Mexican/Spanish traditional style, however, other architectural styles can be found such as, Pueblo, Territorial, and New Mexico Vernacular. The neighborhood was divided into two neighborhoods North Mesquite and South Mesquite and a neighborhood plan, and the overlay zones were created. The South Mesquite was primarily interested in preserving the historic flavor of the neighborhood while addressing land use concerns. While North Mesquite had less interest in a historic component and were more concerned with land use and zoning issues.

The Mesquite Neighborhood Plan was adopted on May 23, 2005, through Resolution No. 05-346. The intent of the neighborhood plan is to create policy that will preserve the character and integrity of the "Mesquite Street-Original Townsite Historic District" and surrounding area. The Mesquite Historic District Neighborhood Design Plan was adopted on July 23, 2007, through Resolution No. 08-032. The intent of the Mesquite Historic District Neighborhood Design Plan is to provide a guide for future decisions as they relate to zoning, land use, urban design, transportation, and enforcement of related standards for the area addressing concerns in the South Mesquite Overlay.

The zone change request is located on the western most edge of the South Mesquite Overlay. As such the following Goal(s), Objective(s) and Policy(s) align with the neighborhood plan and the Design Plan:

- **Mesquite Neighborhood Plan**

- Objective 3 (South Mesquite): Establish zoning regulations and development standards that take into consideration the commercial/residential neighborhood and historic character of the South Mesquite Area.
  - Policy 1 – Establish zoning designations that encourage neighborhood-oriented commercial, and office uses.
  - Policy 2 – Encourage a mixed-land use orientation.
  - Policy 4 – Establish provisions that will allow businesses to have greater flexibility for on-street parking.
- Objective 4 (North and South Mesquite): Establish development standards that suit the existing development characteristics within the Mesquite Neighborhood Plan's boundaries.
  - Policy 2 – Remodeling projects should follow the existing structures setbacks to provide continuity between older and newer sections of the structure.
  - Policy 4 – Where appropriate, encourage the use of the Zoning Code's flexible design concepts, especially where its use would enhance the compatibility of new construction and/or remodeling/expansion with the existing structures in the surrounding neighborhood.
- Objective 5 (North and South Mesquite): Improve the overall look and feel of the area as a means of maintaining and preserving the Mesquite neighborhood's visual character.
- Objective 8 (North and South Mesquite): Encourage the development of a streetscape that enhances the unique character of the Mesquite Neighborhood Plan boundaries, while providing a safe and pedestrian friendly environment.

- **Mesquite Historic District Design Plan**
  - Land Use: In compliance with the South Mesquite Neighborhood Overlay Zone District
    - Objective 1 - Encourage more small-scale commercial businesses to locate within walking distance of Mesquite residents.
    - Objective 2 – Facilitate development of more businesses that cater to other segments of the City of Las Cruces (SFI).
  - Funding and Implementation:
    - Objective 1 – Implement the strategies in this document.
      - Strategies 1 – Utilize the adopted overlay zoning district ordinance to improve the neighborhood.

The request to rezone the property from R-3 to C-1 is not out of context with the Mesquite Neighborhood Plan and Mesquite Neighborhood District Design Plan. As part of the design plan a survey was conducted which shows that the utilization of the recently adopted zoning overlay to protect the current low-scale, residential character of the current Mesquite Street-Original Townsite Historic District, while providing for existing commercial use and mixed-use along the edges. It is also in context with a more neighborhood-oriented commercial uses in the area within walking distance of mesquite residents.

Also note that the zoning designations were provided prior to the establishment of the Historic Overlay and Design Plans. In using existing conditions to determine the zoning, staff has evaluated that the district has changed, as well as the land uses.

Plans are policy and should be used to guide how areas change but should also be amended to provide accurate context to areas as they change.

COMPLIANCE WITH THOROUGHFARE PLANS:
Campo Street is designated as a collector roadway by both the Elevate Las Cruces Future Thoroughfare Map and the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Plan. These types of roadways are designed to support the proposed zoning designation and any potential future development.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Encourage innovations in land development and redevelopment.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
J. Improve the design, quality, and character of new development.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
M. Foster a more rational relationship between different land uses for the mutual benefit of all.
N. Conserve the value of buildings and land.

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

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

A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
    1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely adjoining properties.
    2. Unreasonably increase the traffic in public streets.
    3. Increase the danger of fire or endanger the public safety.
    4. Deter the orderly and phased growth and development of the community.
    5. Unreasonably impair established property values within the surrounding area.
    6. In any other respect, impair the public health, safety, or general welfare of the city.
    7. Constitute a spot zone, and therefore, adversely affect adjacent property values.
    8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.

B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.
C. The commission shall encourage the proper use and development of land, shall seek to create and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air and other environmental, natural, historical and cultural resources for the city.
D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.
E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making a positive recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change request appropriate for recommendation of approval.

NEW MEXICO CASE LAW:

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

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property contains a residential home that was built in 1945. The property is located within the Original Townsite and the R-3 zoning district allows for various type of residential and limited commercial land uses.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

The proposed zone change to C-1 would allow the applicant to expand on the land uses allowed within the South Mesquite Overlay Zoning District to include non-residential uses. This will allow for a mix of development types and intensity as it seeks to achieve a complete neighborhood.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

City water, gas and sewer are currently serving the property and will not be negatively impacted by the zone change request. Campo Street provides adequate paved access, sidewalks, and lighting adjacent to the subject property.

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:

Notification letters were mailed to property owners within 500 feet of the subject property. Staff received several phone calls and emails of opposition to the proposed zone change and a few emails that were in support. The community has brought up some concerns and they are listed below:

1. Traffic will increase in the area on an already heavily trafficked roadway.
2. There is an over saturation of Cannabis based business in the City.
3. There is a lack of affordable housing in the City and there is an abundance of vacant and new commercial property in other parts of the city.
4. The proposed land use does not fit within the intent of the Historic District.
5. The proposed use will cause a safety concern for the surrounding neighborhood.

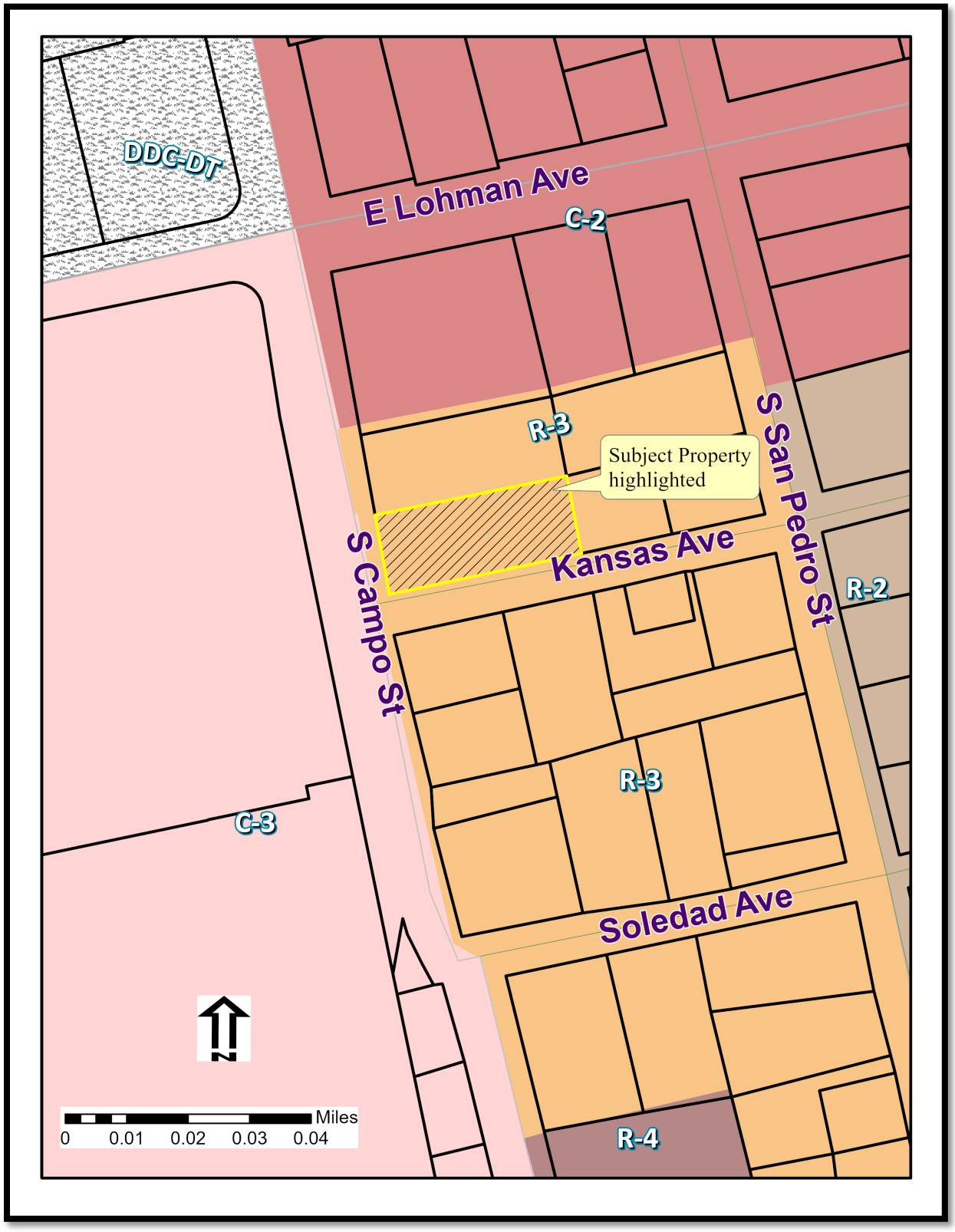
HISTORIC PRESERVATION COMMISSION:
On August 17, 2020, City Council approved Ordinance #2938 which transferred the review responsibilities of the South Mesquite Design Review Board to the Historic Preservation Commission (HPC). Section 38-49.2.J.2.D of the 2001 Zoning Code, as amended requires a recommendation from the HPC to the Planning and Zoning Commission (P&Z) for zone change requests.

Section 38-49.2 J. 2. D. of the 2001 Zoning Code requires a recommendation from the Historic Preservation Committee (HPC) to the Planning and Zoning Commission (P&Z) for zone change requests. On November 06, 2023, the HPC met during a public hearing to review and make a recommendation on the zone change based on compliance with the South Mesquite Overlay. The HPC voted to recommend denial for the proposed zone change by a vote of 0-4-0 (three commissioner absent). A Commissioner made a motion to approve, it was seconded, and none of the Commissioners provided a vote nor findings meaning the motion failed.

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

ATTACHMENTS:
1. Zoning Map
2. Aerial Map
3. Department Review Comments
4. Public Comment

ATTACHMENT 1
Zoning Map



ATTACHMENT 2
Aerial Map



ATTACHMENT 3
Department Review Comments

Department: Planning
Status: YES WITH CONDITIONS
- After zone change approval all work done on the property will need to be brought into commercial compliance.

Department: Traffic Engineering
Status: YES

Department: Engineering
Status: YES

Department: Utility Engineering
STATUS: YES WITH CONDITIONS
- Upon approval of this zone change by the City, business owner(s) need to contact Las Cruces Utilities Customer Service to change utility rate class from residential (current) to commercial.

Department: Fire
Status: YES

Department: City MPO
Status: YES

Department: Building
Status: YES WITH CONDITIONS
- Numerous Building Code issues exist in order to convert the residential property into a commercial property. This includes accessibility (ADA) issues, electrical, plumbing and mechanical upgrade issues, etc.

ATTACHMENT 4
Public Comments

Re: Residential to commercial

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:53 AM
To:Jorge Castro <realestatejcastro@gmail.com>

Good morning Mr. Castro,

Thank you for your comments regarding the proposed zone change request at 541 S Campo. I will relay your correspondence to the Planning and Zoning Commission.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Jorge Castro <realestatejcastro@gmail.com>
Sent: Sunday, November 26, 2023 6:45 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Residential to commercial

You don't often get email from realestatejcastro@gmail.com. Learn why this is important

I agree to 541 S Campo To transition to commercial

Zoning case no. 23ZO0500120

Celeste M. Conrad <cmconrad@zianet.com>

Mon 27-Nov-23 1:51 PM

To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from cmconrad@zianet.com. Learn why this is important

Good afternoon,

I am writing regarding zoning case no. 23ZO0500120 involving a property located at 541 Campo. St. As a resident of the Mesquite Historic District, I oppose a change in zoning for this property to C-1 (Neighborhood Commercial District from the South Mesquite Overlay). There already are many vacant commercial properties available in Las Cruces and see no reason why commercial interests should be allowed to encroach into an historical residential neighborhood. I feel that this could pave the way for businesses, such a cannabis retailers, to harm the family environment of a residential neighborhood. Moreover, allowing a commercial designation would cause parking problems on the streets surrounding this property. Please maintain the integrity of the Mesquite Historical District which the current zoning promotes.

Sincerely,
Celeste M. Conrad

Re: Opposing Zoning Change at 541 Campo

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:52 AM

To:Martha Rodriguez <marthacruise@yahoo.com>
Cc:Troy Ainsworth <tainsworth@las-cruces.org>;Robert Cruise <dos.soles.nm@gmail.com>

Good morning Ms. Rodriquez,

Thank you for your comments and concerns regarding the proposed zone change request located at 541 S Campo. I will provide your correspondence to the Planning and Zoning Commission.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Martha Rodriguez <marthacruise@yahoo.com>
Sent: Sunday, November 26, 2023 10:31 AM
To: John Castillo <jcastillo@lascruces.gov>
Cc: Troy Ainsworth <tainsworth@las-cruces.org>; Robert Cruise <dos.soles.nm@gmail.com>
Subject: Opposing Zoning Change at 541 Campo

[You don't often get email from marthacruise@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Mr. Castillo,

We are writing to oppose the proposed zoning change in the Mesquite Historic District neighborhood if it will lead to the addition of a cannabis dispensary in a mostly residential area. Specifically the zoning change for 541 Campo St.

We have restored several historic properties in the Mesquite Historic District and we strongly support the preservation of the Mesquite Historic District for the betterment of our city.

Sincerely,

Martha Rodriguez and Robert Cruise
(575)556-4441

Case# 23Z00500120

RITA BROWN <ritabrown9@msn.com>

Mon 27-Nov-23 2:39 PM

To:John Castillo <jcastillo@lascruces.gov>

[You don't often get email from ritabrown9@msn.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Good Afternoon Sir,

Friends of mine live on Campo Street and are very concerned regarding another Dispensary is planned to be established near their homes. It might is of no Interest to many but since I care I am asking or better suggesting, if someone might at least talk to the people living in this area and hear what they have to say.
I thank you in advance for any support you may are able to give.

Sincerely,

Rita Brown

Sent from my iPhone

Re:

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:41 AM
To:paula wright <swan.crossed@hotmail.com>

Good morning Ms. Wright,

Thank you for your comments. I will relay these comments to our commission.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: paula wright <swan.crossed@hotmail.com>
Sent: Saturday, November 25, 2023 9:12 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject:

You don't often get email from swan.crossed@hotmail.com. Learn why this is important

Vote yes ! To help Angel's dreams come true

Re: Sandra Calderon

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:41 AM
To:Twana Sparks <sancho1954@gmail.com>

Good morning,

Thank you for your comments and concerns. I will provide the Planning and Zoning Commission your correspondence voicing your comments and concerns.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Twana Sparks <sancho1954@gmail.com>
Sent: Saturday, November 25, 2023 9:40 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Sandra Calderon

You don't often get email from sancho1954@gmail.com. Learn why this is important

Dear Sir,
please consider this as my support for Sandra Calderon to have her residential zoning change to commercial when her application is considered on November 28

Sincerely,

Twana Sparks MD

Re: Oppose Zoning Change for 541 Campo

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:40 AM
To:Catharine Walkinshaw <catharinewalkinshaw@gmail.com>

Good morning Ms. Walkinshaw,

Thank you for you comments and concerns regarding the zone change located at 541 S. Campo. I will provide our Planning and Zoning Commission a copy of our correspondences that express your comments and concerns.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Catharine Walkinshaw <catharinewalkinshaw@gmail.com>
Sent: Saturday, November 25, 2023 2:57 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Oppose Zoning Change for 541 Campo

You don't often get email from catharinewalkinshaw@gmail.com. Learn why this is important

Dear Mr. Castillo,

I am writing to voice my opposition to a proposed zoning change proposal at the address of 541 Campo Street, Case # 23ZO0500120. The proposed zone change is from R-3 to C-1, I understand, with the ultimate goal of establishing yet another cannabis dispensary business. This would be located mostly within a residential neighborhood and would thus also require a variance reducing the 300-foot buffer between cannabis businesses and private residences.

Not only would this adversely impact the Mesquite Historic District, of which I am strongly in support of, but it would also adversely impact this neighborhood as well. Parking would be problematic along Kansas street as would the increase in crime and traffic usually associated with this type of industry.

There are strong reasons why the State enacted the 300-foot buffer between cannabis businesses and residences; why disregard that now? Approving this would set a dangerous precedent allowing cannabis businesses within residential areas. In addition, why does the City of Las Cruces need another cannabis business? It is already a saturated market with many existing cannabis businesses already closing.

I strongly request you deny this zoning change request.

Sincerely,
Catharine Walkinshaw

proposed cannabis store in Mesquite neighborhood

Judy Harmon <judyk4@gmail.com>
Sun 26-Nov-23 8:06 AM
To:John Castillo <jcastillo@lascruces.gov>

1 attachments (607 KB)
517CB0660C764C318E634B551B15114D.png;

You don't often get email from judyk4@gmail.com. Learn why this is important

Mr. Castillo,

I am a property owner in the South Mesquite Historic District, living only 2 blocks away from the proposed cannabis store to be opened on Campo and Kansas.

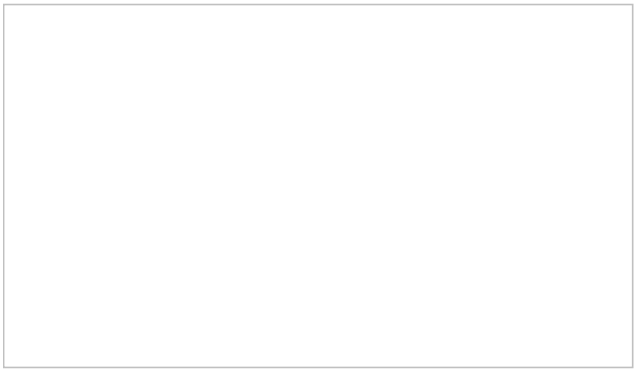
I would think the reasons are apparent to you, and I am surprised the city approves.

There is no parking, except on the street on Campo or the narrow Kansas Street.

The industry is not a cottage industry and should not be allowed in our historic neighborhood.

Additional reasons are cited below:

. The property at 541 Campo is surrounded by other residences, see below



~The House functions as a perfectly good single family residence, and currently there is a shortage of houses in Las Cruces.

~ The lot does not have good visibility and there are strict signage restrictions in the SMO (38-49.2.2 pgs. 20-21):

- All signage shall be of materials and design that are compatible with the architecture of the structure and the residential character of the neighborhood.
- Electronic moving/digital signs are not permitted in the SMO.
- Ground signs shall be the only freestanding sign allowed within the SMO, except on Lohman and Amador Avenues, and shall be no greater than five feet in height.
- Only one ground sign per commercial property shall be permitted. Ground signs must be set back at least five feet from any property line and must be at least five feet away from the wall of the building.
- Ground signs shall be no greater than two square feet in overall size.
- A property containing a business center sign may not have additional freestanding signs, except for Temporary signage, which shall follow Chapter 36 of the LCMC.
- All ground signs shall comply with Clear Sight Triangle requirements

~ If approved, it would require a variance to the 300-foot buffer between single-family residential zoning districts and cannabis retailers and microbusinesses; once this kind of change is made in residential areas a precedence is set.

Additionally:

1. Economy equity - we need to make sure that these changes in zoning law are beneficial to more than just one specific type of retailer and that it does not send the wrong message to others

2. Studies by researchers from University of Denver

(https://news.ucdenver.edu/do-marijuana-dispensaries-increase-neighborhood-crime/) found neighborhoods with one or more medical or recreational dispensaries saw increased crime rates that were between 26 and 1,452 percent higher than in neighborhoods without any commercial marijuana activity.

I sincerely ask that the proposed business application be denied.

Judy Harmon

724 S. Mesquite Street

Las Cruces, NM 88001

One attachment • Scanned by Gmail

Re: Zone change

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:50 AM
To:Judy Chavarria <judychav789@gmail.com>

Good morning Ms. Chavarria,

Thank you for your comments and concerns regarding the zone change request at 541 S. Campo. I will provide the Planning and Zoning Commission a copy of your correspondence.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Judy Chavarria <judychav789@gmail.com>
Sent: Sunday, November 26, 2023 10:17 AM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Zone change

You don't often get email from judychav789@gmail.com. Learn why this is important

My name is Judy Chavarria and I live in the historic district and I am totally AGAINST cannabis being sold and having a dispensary in residential areas. Look at how many dispensaries there are on El Paseo? When I drive by there are NO customers on the premises.
Enough is Enough - NO More dispensaries !!!
Would you want a dispensary in business next door to where you live????

opposed to zone change at 541 Campo

Jeanne Abkes <jmabkes@yahoo.com>

Tue 28-Nov-23 2:47 PM

To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from jmabkes@yahoo.com. Learn why this is important

Dear Mr. Castillo,

As a nearby resident and member of Las Esperanzas, as well as one of the original writers of the restrictions in the Mesquite Historic District, I am thoroughly opposed to the zone change application at 541 Campo.

This plot is surrounded by houses, has no parking, and is asking for the zone change specifically to bring in a non-authorized use to the historic district.

Please resoundingly reject this zone change.

Thank you,

Jeanne Brown
121 S. Mesquite St.
Las Cruces, NM. 88001
575 524 3836

Re: 541 Campo

Jean Berlowitz <wanderingjeb@gmail.com>
Wed 22-Nov-23 9:37 AM
To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from wanderingjeb@gmail.com. Learn why this is important

Thank you.



JEB

Don't worry if you're the only one.
Rare isn't supposed to be crowded.

On Wed, Nov 22, 2023 at 8:31 AM John Castillo <jcastillo@lascruces.gov> wrote:

Good morning Ms. Berlowitz,

Thank you for your comments regarding the proposed Zone Change. I will provide your comments to your Planning and Zoning Commission on November 28th .

John Castillo

Planner/Community Development/ Building & Development Services

Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov

CITY OF LAS CRUCES

From: Jean Berlowitz <wanderingjeb@gmail.com>
Sent: Wednesday, November 22, 2023 8:04 AM
To: John Castillo <jcastillo@lascruces.gov>
Subject: 541 Campo

You don't often get email from wanderingjeb@gmail.com. Learn why this is important

I oppose the rezoning of this property.
I understand this residence will be turned into a cannabis business. I have nothing against cannabis.

> What I do oppose is every vacant building in Las Cruces being turned into a cannabis business. We already have far more than can be supported. This means in a year or so, many of these buildings will again be vacant and deteriorating. More eyesores.
> We have need for housing. Leave properties zoned for residences as residences.
> Jean Berlowitz
> NOTE: The City of Las Cruces has transitioned our email domain to lascruces.gov. Please make sure you update your email systems to accommodate my new email address which ends in @lascruces.gov. My previous email address will continue to work for a limited time.

Re: Opposition to the zone change at 541 Campo St.

John Castillo <jcastillo@lascruces.gov>
Wed 22-Nov-23 10:12 AM
To:Faith Hutson <lcgarden64@gmail.com>

Good morning Ms. Hutson,

Thank you for your comments and concerns and the follow up phone call. I will relay the comments and concerns to the Planning and Zoning Commission.

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

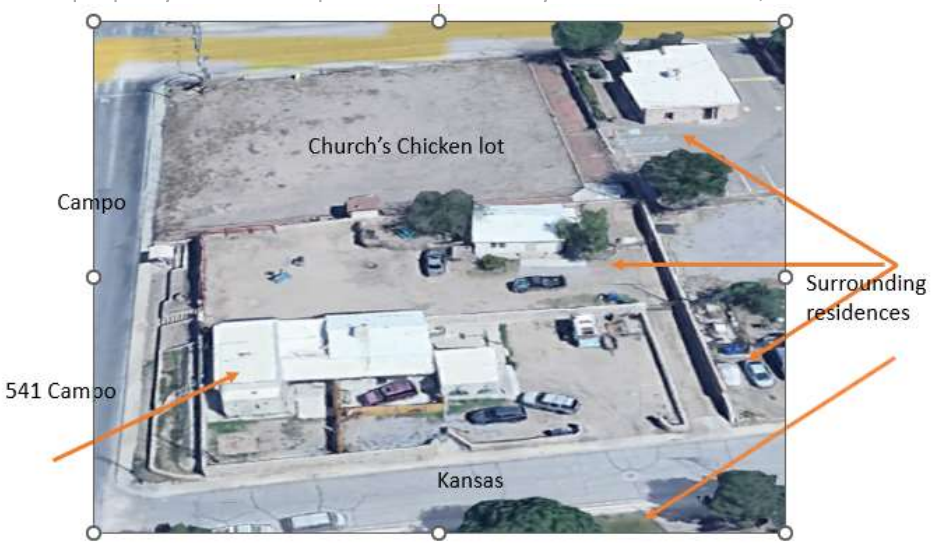
From: Faith Hutson <lcgarden64@gmail.com>
Sent: Wednesday, November 22, 2023 10:08 AM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Opposition to the zone change at 541 Campo St.

You don't often get email from lcgarden64@gmail.com. Learn why this is important

Good morning Mr. Castillo,

I am writing in opposition of the zone change application at 541 Campo St., that will be heard by P&Z on November 28, 2023. Below are my reasons for opposition:

1. There is no parking on Campo, so potential customers will have very limited parking, and so will have to rely on narrow street parking on Kansas
2. The property at 541 Campo is surrounded by other residences, see below



3. The house functions as a perfectly good single family residence, and currently there is a shortage of houses in Las Cruces.

4. The lot does not have good visibility and there are strict signage restrictions in the SMO (38-49.2.2 pgs. 20-21):

- All signage shall be of materials and design that are compatible with the architecture of the structure and the residential character of the neighborhood.
- Electronic moving/digital signs are not permitted in the SMO.
- Ground signs shall be the only freestanding sign allowed within the SMO, except on Lohman and Amador Avenues, and shall be no greater than five feet in height.
- Only one ground sign per commercial property shall be permitted. Ground signs must be set back at least five feet from any property line and must be at least five feet away from the wall of the building.
- Ground signs shall be no greater than two square feet in overall size.
- A property containing a business center sign may not have additional freestanding signs, except for Temporary signage, which shall follow Chapter 36 of the LCMC.
- All ground signs shall comply with Clear Sight Triangle requirements

5. The applicants want to set up a cannabis retail business at the Campo location, which was not made clear to neighboring residents. There is a 300-foot buffer between single-family residential zoning districts and cannabis retailers and microbusinesses.

Faith Hutson
Property owner in the Mesquite Original Townsite Historic District
Former Chair of the City of Las Cruces Historic Preservation Commission

Re: Case 23ZO0500120

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:01 AM
To:Christina Lucero <christina.0326@hotmail.com>

Good morning Ms. Lucero,

Thank you for your comments and concerns regarding the zone change for the property located at 541. S Campo. I will provide the Planning and Zoning Commission a copy of our correspondence that voices your concerns and comments.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Christina Lucero <christina.0326@hotmail.com>
Sent: Wednesday, November 22, 2023 3:53 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Case 23ZO0500120

You don't often get email from christina.0326@hotmail.com. Learn why this is important

Hello my name is Christina Lucero. I am emailing in regards to the zoning for a new cannabis store in the corner of campo and Kansas. My family and I live off of campo in the historic district. We are concerned about this cannabis shop opening up in our neighborhood. It would bring a lot more unwanted traffic to the neighborhood. Also this neighborhood is historic why add another cannabis shop to this area when we have places all around town, and will this owner follow the rules of the historic district. My father moved a trailer to this area and when he did he has to go thru so many rules and regulations to have everything up to city standards this business will not to do all that. Right on corner of campo and Colorado Ave by the administration office there is a house that has students with disabilities there daily from the public schools and they walk down campo to catch the bus to go to school. They have to pass this house making not a safe route no longer with all the traffic this business will bring and the people to this neighborhood. Please reconsider this zoning proposal. I am one of many people that are concerned and other who may not speak out. Thank you for your time

Get Outlook for Android

Re: Zone change in the Mesquite Historic District

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:14 AM
To:Bobbie Hutson <bobbiehutson@hotmail.com>

Good morning,

Thank you for you comments and concerns. I will provide our Planning and Zoning Commission a copy of your correspondence so they are aware of your comments and concerns.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Bobbie Hutson <bobbiehutson@hotmail.com>
Sent: Wednesday, November 22, 2023 4:49 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Fwd: Zone change in the Mesquite Historic District

You don't often get email from bobbiehutson@hotmail.com. Learn why this is important

I live in the Historic District area. There are more than fifty weed dispensaries in Las Cruces please do not change the zoning from r-3 to c-1. The owners of this property do not live here there. There is shortage houses for rent. By changing the zones. You remove another residential property.

Get Outlook for Android

Re: Las Cruces Has Enough Cannabis Dispensaries

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 8:42 AM
To:Carissa Galban <carissagalban@gmail.com>

Good morning Ms. Galban,

Thank you for your comments and concerns regarding the zone change located at 541 S. Campo. I will provide your comments and concerns to our Planning and Zoning Commission.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Carissa Galban <carissagalban@gmail.com>
Sent: Wednesday, November 22, 2023 12:47 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Las Cruces Has Enough Cannabis Dispensaries

You don't often get email from carissagalban@gmail.com. Learn why this is important

Good afternoon!

I recently saw a community member share information that the City of Las Cruces plans to rezone housing into cannabis retailers. I urge the City to revise this plan as I think Las Cruces has more than enough dispensaries. Within the last year so many small businesses (retail, food, services) have closed shop only to have another cannabis shop pop up in its place. The market is oversaturated and the city needs to support affordable housing, historic preservation, and place an importance on supporting small businesses over cannabis retailers. Please consider the community's concern - it might be profitable for the City of Las Cruces but it probably won't be good for the community in the long term.

Thank you,
Carissa Galban

Re: Rezoning residential home to be a dispensary

John Castillo <jcastillo@lascruces.gov>
Mon 27-Nov-23 9:38 AM
To:Mai Asbury <mai.asbury@hotmail.com>

Good morning Ms. Asbury,

Thank you for your comments and concerns regarding the zone change. I will relay these comments and concerns to our Planning and Zoning Commission.

Thanks,

John Castillo
Planner/Community Development/ Building & Development Services
Direct: 575-541-2288 Main: 575-528-3043, jcastillo@lascruces.gov
CITY OF LAS CRUCES

From: Mai Asbury <mai.asbury@hotmail.com>
Sent: Wednesday, November 22, 2023 8:26 PM
To: John Castillo <jcastillo@lascruces.gov>
Subject: Rezoning residential home to be a dispensary

[You don't often get email from mai.asbury@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Please don't allow this. We have an over saturated market as it is, in addition to unwelcome dispensaries being located right next door to homes which affects property values, causes parking issues, and an odor nuisance when their employees smoke outside on the job (like High Horse on North Main and Gallagher). Allowing a home to do this will bring these problems to that neighborhood and is very troubling when there are kids to consider. We have too many dispensaries as it is- enough is enough. Thank you.

~Mai

ATTACHMENT "B"

CITY OF LAS CRUCES

HISTORIC PRESERVATION COMMISSION
Work Session

DECEMBER 6, 2023, at 6:00 p.m.

The following are verbatim minutes of the Historic Preservation Commission Meeting held December 6, 2023, in City Council Chambers, City Hall, 700 N. Main Street, Las Cruces, New Mexico.

MEMBERS PRESENT: Dr. Judy A. Berryman, Chair
David Chavez, Vice-Chair
Dr. Paul John Deason
Ernie Campos

MEMBERS ABSENT: Dr. Jerry Wallace

STAFF PRESENT: Dr. Troy Ainsworth, Historic Preservation Specialist
Dr. Tim Pitts, Deputy Director Building Development

OTHERS PRESENT: Becky Baum, RC Creations, LLC, Recording Secretary

I. CALL TO ORDER AND APPROVAL OF THE MEETING AGENDA

Berryman: Okay. Good evening. It's six o'clock. I call the meeting to order. Okay. So the first line of business is approval of minutes for the regular meeting on October 25th.

Deason: First is approval of the agenda. Madam Chair. I move that we approve the agenda for this meeting tonight.

Berryman: All those in favor say “aye.”

Baum: No, you need a second.

Chavez: I second.

Baum: Did you? You didn't do it on microphone.

Berryman: Do I have a second for the motion?

Chavez: I second it.

Berryman: All those in favor say “aye.”

MOTION PASSES UNANIMOUSLY.

Berryman: All those in not favor say “nay.” Thank you.

II. APPROVAL OF MINUTES FROM THE REGULAR MEETING ON OCTOBER 25, 2023

Berryman: Second item is approval of minutes from the regular meeting on October 25th.

Chavez: So moved.

Deason: Second.

Berryman: All those in favor say “aye.”

MOTION PASSES UNANIMOUSLY.

Berryman: All those against say “nay.” It has been approved.

III. ACTION ON A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF AN ACCESSORY BUILDING AT THE REAR OF A RESIDENCE LOCATED AT 544 NORTH CAMPOS STREET IN THE ORIGINAL TOWNSITE

Berryman: Okay, number three, action on a certificate for installation of an, on a building at the rear of the residence. Dr. Ainsworth, please.

Ainsworth: Good evening, Commissioners. Troy Ainsworth, Community Development Department. For the benefit of everyone, the agenda is presented here on the screen for our two action items, a discussion for the current Certified Local Government grant that we have, as well as remaining business which is the open ended items of other business, public input, and the next Commission meeting in January 17th of the new year.

Commissioners. Our first Certificate of Appropriateness application pertains to the proposal to place a 196 foot shed at the back of the property located at 544 North Campo Street, directly across the street from City Hall, as you can see in the photographs here. This home has been under restoration work for a number of months now. And from the street view and through the, this is a view toward the gate toward the back of the property off of Campo and along Mountain, you'll note that the original block of the building there are several additions that extend eastward from the back of the building that we can see in this photograph. The wood fence here for the property. The placement of the shed would be basically toward the rear

of the property. So in front of the white stucco exterior building and the end gable home that is adjacent on the next property.

As you saw on your packet, it is a Brookfield is the manufacturer. Twelve foot by 16 foot, the highest point on the shed is nine feet six inches. And you can see in the aerial view that the shed would be somewhere here toward the back, not visible from the street, either Campo or from Mountain. A crosscut section showing the truss, wood frame, composition shingles that appear on it. And again 12 feet in width, nine feet six inches in height and accurately 15 feet nine inches in length.

So the reason this Commission is having to consider it is because the Commission does have purview of an accessory structure that is at least 120 square feet. The findings of fact also indicate that these accessory structures must be set back five feet from both the side and the rear property lines. And the maximum allowable height for such buildings in the Original Townsite is 14 feet.

Staff recommendation. Proposed building does conform with setback and height requirements. Placement of the proposed accessory building on site will not have any adverse impact on the existing residence. If it ever were needed to be removed, it could because it would not have any adverse impact, any structural impact on the Zamora Vigil House. And based on these findings of fact, staff recommends to the Commission to approve this Certificate of Appropriateness for 544 North Campo Street. Madam Chair for the voting procedure, now that we have heard all the findings of fact, you may entertain any comments from the public, the applicant, or anyone who wishes to speak with regard to this specific item. Afterwards, after you close, after the end of the public comment, the public hearing would be closed and you may entertain a motion to approve, to deny, or to table that item. I will stay in for questions or if you have questions for the applicant, or if anyone from the public wishes to say something on the side.

Berryman: Thank you. So do we have any public comments on this particular project? So I see none. So any … go ahead Troy. So any public comments, I'm going to close now. I will entertain a motion to approve, deny, or table the item? No.

Deason: Madam Chair. I move that we approve the action on this, I'm sorry. I move that we approve the Certificate of Appropriateness of the installation of an accessory building at the rear of the residence located at 544 North Campo.

Berryman: Okay, before we vote on that, are there any comments from the Commissioners?

Baum: We need a second.

Deason: Madam Chair.

Chavez: I second.

Baum: Thank you.

Berryman: I will entertain any comments.

Deason: Madam Chair. I'm would be.

Baum: You can only have three microphones on at a time. So if you're not talking in your microphone, please turn it off. Thank you.

Deason: Madam Chair. I would like to hear from David or others in the Mesquite District on whether the appearance of this, which looks like a Midwestern or Northeastern type of shed would be appropriate or if the exterior should be in some ways mitigated to be more appropriate for the appearance of the district.

Chavez: Since the auxiliary building is behind two walls, it's not going to be seen from the Mountain Street, nor is it going to be seen from Campo. The roofline will match the existing house, the yellow house on the back. I see no problem with, it's an auxiliary building. There's a lot of auxiliary buildings in the Mesquite area that are there and we don't see them because they're behind high walls. So I see no issue. Thank you.

Campos: If I may Madam Chair. I have a quick question. Staff the 120 square foot does that require a permit?

Ainsworth: Yes, Commissioner. A 120 square foot would require a permit.

Campos: Thank you. As it's out of visibility the barn type is I believe used only for garden sheds I believe, for garden tools.

Ainsworth: That is correct.

Campos: I appreciate Dr. Deason’s overview of this structure to make sure it's going to blend in. So far I'm okay with it. Thank you for the answer. Thank you, Madam Chair.

Berryman: And you any more comments? Okay, Mr. Deason, do you want to repeat the motion so we can vote on it, please.

Deason: Yes, Madam Chair. I move that we approve the Certificate of Appropriateness for the installation of an accessory building at the rear of the residence located at 544 North Campo.

Berryman: Can I have a second, please?

Chavez: I Second.

Berryman: Okay. All those in favor say “aye.”

MOTION PASSES UNANIMOUSLY.

Berryman: All those against. So the motion is passed. Thank you.

IV. ACTION ON A PROPOSED ZONE CHANGE FROM 4-3 TO C-1 FOR THE PARCEL LOCATED AT 541 SOUTH CAMPO STREET IN THE ORIGINAL TOWNSITE

Berryman: Okay, item number two is a proposed zone changing at 541 South Campo.

Ainsworth: Yes, Commissioners. The next few images that we will see are photographs of the subject property and the adjacent area. Here is a view or looking north on Campo Street. Right outside, you can see on the edge of the photograph, that is the subject property, it's 541 South Campo. The proposal is to change the current zoning from R-3 to a C-1 zoning. A view looking south on Campo Street here at the intersection with Kansas Avenue. And then from across the street looking back to the east. That is the home, a part of it there at 541 up on the elevated site. A view from Kansas Street. And then a view toward the back of the home from Kansas Street. So these representative photographs will give you an idea of the subject property.

In the aerial view as you can probably determine pretty quickly, here's our subject property at Kansas and South Campo. This aerial photograph is just a little bit dated, that is the now demolished site where the Church's Fried Chicken was located. You'll note on this site we have several phases of building construction as evident here and here, and right here. Vehicular access is gained off of Kansas Avenue. At one time, there was a driveway here on the northeast corner of the property that is now sealed off. So access to the site is off of Kansas and the property immediately to the north, it's a flag lot, as you can see right here. Access is gained right through there. Subject property one more time.

Now, staff is as deliberated and discussed and reviewed the subject or beg your pardon, this proposed zone change from the angles of zoning and from the angle of historic preservation. So we are having to weigh all the

evidence. I want it to be clear that from a zoning perspective, the applicant's request for a zone change is certainly allowable. From the perspective of the Mesquite Neighborhood Design Plan that the City adopted in the year 2007, the subject property is within an area designated for residential. As you can see not only in the overall parcel map, but here in a detail from - this is Campo right along in here, here's Amador, Lohman, and the subject property is right here in the area designated for residential. I bring this point up because a land use issue is typically one that contains elements of conflicting points of view and purpose. So we're guided by the principles of the documents and the plans that have been adopted. What zoning does allow, not any other factors such as our own personal opinions or, our moral perspective or anything of that nature. We needed to base all decisions on the findings of fact.

So the reason the Historic Preservation Commission is reviewing a proposed zone change is because in the previous iteration, let me skip over one, the third bulleted point, formerly the South Mesquite Design Review Board considered zone changes that would have an impact on the South Mesquite Overlay Zone District. When the South Mesquite Design Review Board was sunsetted and its responsibilities and duties were transferred to the nascent and newly created Historic Preservation Commission, that responsibility for zone change recommendations to the Planning and Zoning Commission became part of this Commission's responsibility. So the purpose of the review this evening for the requested zone change is that your vote will be to make a recommendation that will be transmitted to the Planning and Zoning Commission and will be considered in their subsequent meeting with regard to the second phase of this proposed zone change.

Now, let me go back a slide real quick. And I've already covered the fact that the 2007 Mesquite District Neighborhood Design Plan designates the area where the subject property is located as an area designated for residential rather than commercial use. The zone change from residential to commercial, it does entail a greater intensity of use on the building and a subsequent change from commercial building code away from residential. In other words, it is not known but it is possible and perhaps very likely that changes will have to be made interior, which is not in your purview, but to the interior of the building which may require upgrades in electrical, plumbing, for example, which might mean alterations to the structure, which could trigger a review from you. So in a just manner, the request being asked is a preliminary step before the applicant moves forward and acquires professional services to draw up plans of all proposed alterations to the structure, we've got to count for that. But at the moment I just want to point out it bears to state, we do not have a set of drawings or plans which show any alterations which may occur from changing this property from residential to commercial.

As I mentioned it is zoned R-3. A cannabis micro business is allowed in a C-1 zone. The subject property is located at least 300 feet from any school or daycare, which is a requirement. You cannot have a micro business within 300 feet of a school or a daycare. And I've already covered the third bulleted point.

Now the staff recommendation is that, as I mentioned we have multiple building phases. Records indicate that the earliest construction here occurred in 1910, and additions in 1945. You can see clearly in the photographs that we saw, there are alterations, have been some changes. However, these two buildings are at the minimum from 1945, so they're you know at least 70 years of age. The requirement for commercial building code and the impact is unknown, as discussed. And of course the proposed zone change is at variance with the land use intent for residential zones as outlined in the Mesquite Historic District Neighborhood Design Plan of 2007.

So based on these findings of fact, the staff recommendation through the historic preservation lens is to deny a recommendation for the zone change. As we went over a moment ago, Madam Chair, the voting procedure is initially you may entertain questions/comments from the applicant and from members of the public. And then afterwards we will proceed to entertain a motion to approve the recommendation and call the question. That concludes the presentation. Thank you very much.

Berryman: Thank you. So I'm opening it up for public discussion. If people will please come forward. Give your name and any comments that you'd like to make. I apologize. Is the applicant present? Okay, can we hear from you please first.

Calderon: Good afternoon everybody. My name is Sandra Calderon. And this is my husband, Troy Miller. We're owners of the residence right now. And I don't know, this is like my first time here so I don't know what.

Berryman: Could you give us a viewpoint on the facts that Dr. Ainsworth gave and your feelings on changing of the zoning, please?

Calderon: All I ask is, I'm trying to change it from a residential to a commercial to open a store there. I don't know what, as I said I don't know what changes we would have to make for the residence to accommodate the commercial.

Miller: My name is Troy Miller, I'm her husband. As far as the updates that have been done to the building right now, there was, when was the fire four, three year, four years,

Calderon: Seventeen.

Miller: In ‘17 we had a fire in that back building. So we've had to come in, all the electrics been updated and they placed the new power pole in the, what is it, southwest corner of the property, because the power line used to come across the road. So there's an actual new power pole that they put in right here. And this whole back building right here has been upgraded with new electric, new.

Calderon: The whole house.

Miller: The whole house, the whole house did electric. And they put in new paneling and everything. Before I believe the electric came from over here, and it came across three, so we had to upgrade it with the new codes, putting in the power pole and stuff like that. As far as we know, in the inside of the building, we would have to probably upgrade some to do the commercial coding. It's been a while since I've messed with the commercial part of it, because I got out of residential and commercial and I’m in planning now.

So we know a big question the public's going to have is parking. And that's where we're going to lay out and see what possibilities we can come up with to access. Because this building right here is just a carport, so all of this would actually come down to where we could put parking in here for handicap. And if need be, see what the City comes up with for like setbacks for maybe on street parking, pulling in right here. That way it minimizes the parking. Because we don't want people parking on Campo. I know that's what a lot of people are going to complain about is traffic and stuff right there. So we're trying to get it to where maybe we can access parking on this site since at one time there was a driveway. This was part of our property right here. And the City came in and put in a drive pad and gave access to this landowner. So we're fine with that because we let them build this wall in here to break it up. So this access would still be available. We're just trying to do it within this part right here. And it is, we're looking at a micro business, which would be indoor growing, and then a retail store in part of it.

Calderon: But as it stands right now, like this truck right here, that's kind of like a mini food truck that we have. So I mean you would have parking there and all across and then all across here, it could have parking there.

Miller: And we can change the entrances if we need to make them wider. We're open to whatever we need to do to get this done. We’re just looking at the possibility of how we can go about it to change it from residential to a commercial.

Ainsworth: Commissioners. Let me assist with a clarification, because I did not go into parking. The language in the ordinance reads that within the South Mesquite Overlay District buildings that are constructed prior to 1955 do not require off street parking. So in essence, what you're discussing right now, you know a handicap, an ADA compliant parking spot is of course would be required. Parking for any employee or employees would certainly be required. But other than that for a customer, off street parking is not required, because the property, the building was constructed prior to 1955. So do consider the issue of parking. South Campo is really, is not, there's no parking allowed along South Campo. Kansas Avenue would be the only other option. However, I just wanted to make that clear, because that is a fact that's from the ordinance with regard to the parking in South Mesquite and the age of buildings. Thank you.

Berryman: Troy, may we ask the applicant some individual questions?

Ainsworth: Absolutely. Yes.

Berryman: Okay. So I open it up to any questions by the Commissioners.

Chavez: Question. What, where would the store be? On this property here I mean; you have several levels of roofline. So are you talking the store would be in the front on Campo, facing Campo.

Miller: Yes.

Chavez: And so your growing facility would be in the buildings in the back?

Miller: Yes, it would be, this would be the store up front, and then the growing would be within the second structure in the back.

Chavez: Okay. Another question. Is this property all in one address?

Miller: Yes.

Chavez: Okay. There are issues on Kansas, and I had talked to one, someone with the fire department. If there's parking on both sides of that street, an emergency vehicle cannot go down the street. And the other issue is on the southeast corner, your neighbor across the street there, there's a line of sight issue. You can’t even pull out on Campo without pulling out almost halfway into Campo to get on Campo from Kansas. Because I mean that corner is very blinding.

Miller: Yes.

Chavez: The way it is. And actually, it's almost the same on your corner, you have to pull out quite a bit so you won't get hit because Campo traffic right that area is really, really busy with the bank, and the way they drive down on Campo. All right. Thank you.

Berryman: Go ahead.

Campos: Quick question to the applicant and to staff. I have experience in consulting and in my background, sitting down with the property owner or a client to do an indoor and outdoor remodel. Have you sat with anybody to consult you on this project to see what is going to be met as far as the building code for the indoor commercial, may need a sprinkler system from the fire code?

Calderon: We haven't got …

Campos: Have you done that?

Miller: We haven't sat down on that part of it because the big issue was the zone changing. Everybody said that was the big one first.

Campos: Okay.

Miller: And if it was possible to do zone changing, then we can go in to sit down and see what we needed to do as layout plan and stuff.

Campos: Right. Because my main concern is if we were to vote on this and you're not able to bring this project up to code, we're stuck with a C-3 zone.

Miller: One.

Campos: C-1. So my question to staff is what's allowed under the R-3 Dr. Ainsworth?

Ainsworth: I'm sorry, Commissioner, what is allowable in R-3?

Campos: You have a list, what uses by chance?

Ainsworth: For R-3 or for C-1? I'm sorry. It's currently R-3.

Campos: Right.

Ainsworth: And for C-1. And so C-1 is low commercial. So it can be, it runs the gamut - a bookstore, record store, restaurant. barber shop. It's low impact, low intensity. City Council approved amending the C-1 allowable uses and cannabis micro businesses are part of it. So a big part of - the overarching issue here is you change the zoning, any eligible C-1 use could be used here. Any one of them. As it is right now it is it is zoned for residential.

Campos: If it was to meet all the design standards …

Ainsworth: Precisely.

Campos: For commercial occupancy, it's going to be a change of occupancy.

Ainsworth: That's right.

Campos: So second question to the applicant. If I was to buy this building tomorrow, and I still use the R-3 zone and I wanted to rent it out or lease it out as an insurance office, an attorney office, something low key, about two or three customers a day, open eight to five, I still have to come to your office and do the remodel for that use. Am I correct?

Ainsworth: That is correct, Commissioner.

Campos: Thank you. You have any questions for me?

Calderon: No, but I do, like under the micro business that you mentioned, the sprinkler system and everything, if we were not to put a micro business there, say we do a barber shop, we wouldn't need the whole to remodel for the sprinkler system or any of that.

Miller: Micro businesses you don't have to have sprinkler systems. It's the basically with the micro business if you're growing indoors, you're looking at LED lighting system that plug into your outlets. You have a drip system watering that runs into different containers that need to be auto watering. But there isn't, as far as the micro business they don't require a sprinkler system within a micro business for cannabis.

Campos: Per fire code.

Miller: Per fire code, that we're because.

Campos: Okay. Dr. Deason.

Deason: Yes. According to a briefing I received this morning from Fire Chief Smith, yes, it will be required.

Miller: It will be required.

Chavez: I have another question for him.

Campos: I have no more questions for the applicant.

Chavez: Go ahead, sir.

Pitts: Tim Pitts with the Community Development. I just, you were asking what uses are allowed. I went and looked in code. In R-3, it's the standard residential land uses for single-family, also multiple family homes, but that includes some other types of things like childcare, preschool, recreational courts, bed and breakfast, manufactured home, nursing home, real estate office, community building, library, museum, school, park, commercial public swimming pools, zoo, botanical garden, private club or lodge. There's a lot of that are allowed in the R-3 already that are commercial in nature.

Campos: Thank you. That answers my question. Appreciate that.

Chavez: Have a question for you all. You are aware that to change the structure into commercial it's going to cost tens of thousands of dollars. You are aware of that. The electrical alone is going to probably be about twenty because you got to have the power to go in there and it's commercial. And then you have to have the ADA, you're going to probably have to pave maybe. In the South Mesquite Overlay we eliminated hard pavement but you can do brick or something else because of the water issue, the runoff. But have you done any type of analysis on the costs of starting a micro business?

Calderon: Yes, we've done. I mean …

Chavez: I mean have you talked to other micro businesses? I mean, there's over 100 cannabis businesses in the City. Twelve or 14 of them that I know of are up for sale. So it is a high competition industry. And it's getting to the point where a lot of them are closing up because it's becoming somewhat cannibalized. So I'm just wondering if you've done your research on this.

Calderon: Yes, we actually do own a cannabis in Silver City. And I have family members that own a cannabis. But I am the first one that is trying to do the residential, commercial. So we do have an idea of what that's going to cost as moving from residential to commercial.

Miller: We're a micro business right now.

Chavez: Okay, well we didn't know that. So thank you.

Calderon: But another thing is, what I want to say is, this isn't only just a store for us, this is a dream of my son's as he passed away. But we do have other kids. I mean my other young one is about to graduate. He also wants a barbershop. So if we don't, if we can't open the cannabis business, we would still like to open his barber shop there. Because that's just the *(inaudible)* that we, I mean we've had all our lights there.

Deason: Madam Chair. To the applicant. Repeating what Dr. Pitts just said. And in my mind, the way it works, any traditional type of industry in the Mesquite Historic District, like a barber shop, like a lawyer, like even a truck farm in the back of your property is allowable. So you would not if, if you were to have a barbershop, or if your son were to be a lawyer you would have that as possible for that without the zone change.

Miller: We're aware of that.

Berryman: As a correction, I'm sorry, you still would have to go through a zone change.

Calderon: Yes.

Deason: Not for a barbershop or some traditional …

Miller: It's borderline.

Calderon: Yes.

Miller: Yes.

Calderon: That …

Berryman: We won't discuss it here. It's okay.

Miller: We know how that works. But like our priority, this was where our son lived and he was pushing to open his micro business. And then he got killed on the interstate going out past the border check. So we're carrying on his dream, what he wants to do, is he had already started the process of all this. Seeing he had been out looking at different locations, because everybody's like, well why don't you go find a different location? Well, you know how much they charge for rent in those locations, or to buy a building. It's like why not just do our own property that we already own, put the money into it, invest it, turn it into something that if we can't do the cannabis, then our other son that's moving back over here, then he can open up his barber and go with that. So we're pushing for the cannabis for our son that passed away. But we know we might have to go a different way. But that's our main goal is because that's why we're pushing for the zone change is because one way or another we want a business in there. IF it's not cannabis it's going to be like a barber shop or studio or something like that. But the cannabis is the main goal. We opened one up in Silver, because you guys asked if we knew about it. We opened one up in Silver City it's called Fly High Cannabis. And so we've been putting money to where we're okay. This is what we're going to need for our surveyors. This is what we're going to have to do for architecting. I work for land surveying. I design

streets. So I kind of know, accessing stuff like that. So I have an idea of how that stuff works. So we're trying to piece things together as we go. We're not saying hey, this is going to happen tomorrow. But this is a stage that we have to go through to get it approved for us to go through with it. We know it'll be tough.

Berryman: Thank you. Is there any more comments?

Campos: One more comment I'd like to make if could. It just dawned on me and we don't have legal here. For the record.

Chavez: Yes we do.

Berryman: We do.

Campos: Hey, thank you. Where'd he come from? I do belong I do attend. I live in the neighborhood and I do belong to Las Esperanzas. I do attend our meetings and this came up as a discussion. I forewarned, I'm a Commissioner, we can talk about it, but just here for the record, if I need to abstain or recuse myself I can, it's not going to influence my vote on this on this case. Legal.

Douglas: So I missed the very first part of that. Why do you feel - and thank you for disclosing any possible or perceived conflict of interest. But you've just stated that it won't affect your decision making one way or the other.

Campos: No sir.

Douglas: You can be fair.

Campos: That's what I'm here for, yes, sir.

Douglas: And just for my own benefit, what was the very beginning of your statement? Because all I heard was I'm a Commissioner. I didn't hear what happened before that.

Campos: I'm sorry, I couldn't get that part.

Berryman: He wants to know what you said initially. That your Commissioner.

Chavez: From the beginning of your conversation.

Campos: No, we did talk about the initial case coming up. And we did not go over the case initially, it was just a discussion item we had.

Deason: At Las Esperanzas.

Chavez: At Las Esperanzas.

Campos: It was just general talk.

Douglas: Okay. Thank you for disclosing. If you haven't had discussions with your fellow Commissioners or the applicant …

Campos: No, not at all.

Douglas: And you feel like you can be fair and impartial.

Campos: We have chain e-mails to verify that. Yes, sir.

Douglas: Okay. Well, if you feel like you can be fair and impartial I don't see the conflict. But thank you for disclosing.

Campos: Appreciate that. Thank you. And David's also my neighbor as well, by the way. Thank you.

Berryman: Thank you for all your input. We appreciate it. Thank you. So I'm going to open it up to public input. And I believe Faith, you were already up here before I throw you down. So I recognize.

Hudson: Faith Hudson for the record. In 2004, there was a survey done of the Mesquite Original Townsite Historic District. And while that survey was incomplete, at that time there were more than 400 structures considered contributing or worthy of further study. And even with all the destruction that happened during urban renewal, this district remains one of the most intact original neighborhoods in the southwest. So my concern about what the applicants want to do is that any potential commercial changes to this property, it could destroy the integrity, the historic integrity of this property. And if that is lost over time what happens is we lose the neighborhood structure by structure. So I am just asking that the Commission to consider that when they vote. Thank you very much.

Berryman: Thank you. So please state your name for the record.

Rodriguez: Hello, Commissioners. My name is Martha Rodriguez. And I, along with my husband, have restored several properties in the Mesquite Historic District. And we are opposed to the zoning change for this property. We believe that this area is a residential area, and it should remain that way. Thank you.

Berryman: Thank you.

Lujan: Good evening, members of the Commission. My name is Antonio Lujan. And I stand in opposition to this proposal. I believe that - I'm a property owner on San Pedro Street. And I've lived there for 30 years. And I really believe that in doing this as the speaker before me said it will start disrupting the integrity of the neighborhood by eating away at the periphery of it. I feel that there are several issues. One of them is parking definitely. If we compare that location to the Lujan Bakery location and if you see the parking situation there, you will understand how difficult that is. Then the other thing is, I was under the impression that this was merely a dispensary and I was in opposition to the dispensary. But now I understand that it's also a growing and processing facility. It's become a manufacturing issue and I don't know if the zoning changes requested addresses that issue or not. And the other one is, Commissioner Chavez mentioned over 100 dispensaries. At my count, last count was 86 dispensaries in the community. And there's a proliferation of them. And I know that events, this community cannot sustain that number of facilities. And it's going to be a matter of time before it shakes out. And in doing so, I think that by permitting this in this community, in this neighborhood, the boundary is jeopardized, the integrity of the, the boundaries of the neighborhood are jeopardized. And also, I have concerns about also growing, drying, and manufacturing process, as well as a dispensary. I urge this Commission to stand in opposition to this. Thank you, Madam Chair, and members of the Commission.

Berryman: Thank you. Is there any more public input?

Leyva: My name is Rosemarie Leyva. And I'm going to be one of the neighbors that will be most impacted if you allow this change to come through. Okay. I have several questions that I want to ask. First off, I want to know if this should pass, do I have the right to legally to put a sign on my property saying no parking, violators will be towed? Because from past experience with this family, I've had to actually go out and track down the owners of the vehicles so I can move into my own property. Would I be within my legal right to do something like that?

Berryman: I think I have to defer that to the lawyer, City attorney.

Douglas: I can't advise her. I can advise you.

Chavez: My understanding on parking is that parking in front of your home is City property. I have an issue where I live. And I have individuals that park their vehicles where it's impossible for me to even to get in my driveway or to leave. And I have called codes. And I have no standing of this. So I have to figure out a way to get in and out because they don't have to move their cars. So it's kind of like you're stuck between a hard place and a rock, you'd have to be there constantly keeping, making sure that they don't block your

driveway. I mean, I tried it and it doesn't work at my end, and you'd be in the same boat.

Leyva: So what would I do then? Just put up with it.

Chavez: No. You could probably keep calling codes. They can't, they're not supposed to block your driveway. They're not supposed to block your driveway. That's that is in the codes. But it'd be a constant calling and codes is not exactly the most responsive.

Leyva: Yes, they don't respond.

Chavez: They don’t respond at all sometimes.

Berryman: Before you continue, can we have your address, please?

Leyva: I'm sorry.

Berryman: Can we have your address, please?

Leyva: 324 East Kansas/ I'm right across the street from them. Right at an angle. Okay. I keep wondering why can't they use it as some other type of business? Okay. Right now they're using it as a bed and breakfast, one section of it. And I know this because I've seen vehicles come in and out all the time from out of state. And I was told that yes, it is a bed and breakfast. My other concern is if they do that, and I know that parking is going to be in the majority of the street, what, I know you can't guarantee it but what's going to keep them from utilizing the marijuana in their business or outside in their parking lot?

Douglas: Madam Chairman, and Commissioners. If I may speak. I will tell you that it's my understanding that if the zoning change is approved for a C-1, I don't believe onsite consumption is allowed. And I see Dr. Pitts, who's, I think he's agreeing with.

Pitts: You're correct.

Douglas: Okay, thank you Dr. Pitts. And I'm not giving anyone in the public legal advice, but just so the Commissioners know. If you have a problem as a citizen with someone blocking your driveway, we have a state statute and a municipal ordinance. I'm terrible at remembering the actual numbers of the statutes and ordinances, but the common name of those laws is stopping, standing, or parking in prohibited places. So LCPD might be better to deal with that than codes.

Leyva: Thank you.

Berryman: Thank you.

Leyva: Okay. And I am strongly against this change. Thank you.

Berryman: Thank you. Is there any additional public input, please?

Cardone: My I *(inaudible)*.

Berryman: Let's finish the public input first please.

Lannert: Good evening. Can you hear me all right?

Deason: Yes, ma'am.

Lannert: My name is Josephine Lannert. I oppose the request. I live approximately two blocks away from the proposed property. I'm going to read a statement from my mother who is 93 years old. Her name is Elizabeth Olguin-Lannert. I live with her and we live at 315 South Mesquite. Four family generations have lived in our adobe house. My mother was a charter member and first president of Las Esperanzas. Las Esperanzas was formed because there was crime and vandalism in the neighborhood. They saw that the Mesquite neighborhood was a special place with historical history. Las Esperanzas had problems to solve all this so they sought the City help. Much was accomplished in the early days, including now. Now, there is other problems in the neighborhood and people could be displaced, long term residents who were there first they could be displaced or have their quality of life changed. I feel for Irene and Sylvia and Rosemary that are just going to be one house away. And yes, you can smell smoke when someone's, even if they're smoking inside, they're going to smell it. Las Esperanzas was created to protect the residents and its newcomers. We need to, the zoning program or office can help to keep our area protected and safe. The one way to do that is to remember that there is a historical importance to the neighborhood. Zoning laws must protect existing residents. The Mesquite historical area needs more open information. Many of them are elderly and they're not savvy to computers or smartphones. Zoning and Las Esperanzas needs to support the residents of the neighborhood. A newspaper article from any zoning changes could help to inform our beloved neighborhood. Also, I wanted to mention that if traffic is not on Kansas Street, it doesn't exit on Campo, it's going to exit on Mesquite, and Mesquite has a lot of elderly going up and down going into the Munson Center. Thank you.

Berryman: Thank you. So we have additional public input. Take your time.

Ainsworth: Yes, but real quickly/ Madam Chair. Also, as public comment continues, at the end of public comment, the applicants would have opportunity if you can afford the applicant the opportunity to speak. Thank you.

Lewis: Good evening, my name is Irene Oliver Lewis. My sister Sylvia Camunez and I live at 336 Kansas Avenue next to Rosemary and across the street from the said property. I am here to oppose this change. First of all, I want to say that Angel, the son that they talked about, was a great neighbor. We were very saddened when he was killed. And we also know Sandra and her family who own Lujan's grocery. So they have a history in our neighborhood. But this is beyond neighbors. This is a whole concept of what you as a Commission stand for, historic preservation. I am opposed for the change of commercial, from residential to commercial period, whether it was a cannabis store, and today I thought it's just going to be a store but we heard it's going to be growing. So that intensifies the use of cannabis in our neighborhood. So I am opposed to the change from residential to commercial, because we are a neighborhood in the Mesquite historic area. We have been there since 1936.

My family has been in the Mesquite neighborhood since 1906. So it is not with just hearsay that I come to you to preserve the sense of what we are in the neighborhood in historic preservation. Parking would be a problem If it is changed to commercial. You saw that. You see how difficult - the streets were built in 1849 when we had horse drawn carriages, now we have cars and it is difficult to have two cars and a third car in that area. Safety is an issue. The type of cannabis now is an issue. And I need to let you know that where I drove from Sandra's house to the nearest cannabis store, which is Mesilla Valley pharmacy and it took me one minute and 33 seconds to drive from Mesilla Valley to their house, the closest cannabis store. And then the other cannabis stores on El Paseo, which is on commercial, they're on commercial property, and so is Mesquite pharmacy. That drive was one minute and, almost two minute drive. So you can access cannabis in that area and be in commercial zoning without changing our neighborhood to commercial zoning. So if you change this from R-3 to commercial, you are changing the integrity of what we have stood for and worked for, for more than 20 years in historic preservation in our neighborhood. And it saddens my heart that it's even considered by staff to be looked at and Planning and Zoning. I was in the Planning and Zoning Commission; their last meeting and they care not about what is historic preservation. They look at it as nuisance. I'm talking about Community Development, they look at it as nuisance, they look at it as nuisance for business and housing, neglect, they have as neglect. They are against this particular one but they may not be in others in our historic neighborhood. So I ask you to deny this thing, this request, and keep our neighborhood intact of what it is for historic preservation and a neighborhood where we know each other, we respect each other and we do not want commercial. I do not want a barber shop

there. I do not want people driving in and using Kansas and the concept that you could put parking in front of it. What do you do just, there is no parking. I don't think the City would approve parking in front of their house on Campos, so the only parking will be on Kansas across the street from our house. Please do not support this request.

Berryman: Thank you. Is there any more public input? So I'm going to give the applicant - I'm sorry, no, there's still public input, I apologize.

Ruprecht: Jo Ruprecht for the record. I'm speaking, other people have spoken very well to the neighborhood concerns and to Kansas. I'm speaking in terms of Campo and in terms of the Overlay as it's laid out. And I'm speaking from the history of having lived here when the school at Picacho, and Alameda was converted into third judicial court. When that happened, there were many homeowners up and down Alameda who were desirous of converting their residential properties into law offices, or other small commercial enterprises. And the discussion that went on there was informative for me. And it's something I've remembered, because what happened was that there was a boundary set, where south of Picacho was eligible for that kind of development, for the law offices that we see there on either side of the street today. And further regulations as far as parking, as far as how the building would be set up. And north of Picacho, would be reserved for residential. And that's why we have many of those historic homes intact on either side of Alameda as you go north from Picacho.

To me, this is a similar situation if you look at it as in a systems way, because you've got the empty lot where Church's Chicken was, you don't know what that's going to become. But that was set up because of how Amador and Lohman were setup, as commercial. That's not part of the discussion, really. That's going to be a commercial in some way. To allow this residence of long standing to set the precedent of bringing commercial down Campo to the south is I think inappropriate, because it sets up for the Leyva house, if that were ever to change ,hands for that to become commercial. And you set up this one after another effect along that street, instead of being able to as the residents nearby have said, preserve it as a neighborhood. So I would hate to see you set, allow the precedent to creep in that this property go commercial. I have every expectation that they can be successful with a cottage industry as it's defined in the Overlay District guidelines. I would prefer to see them do that than to set the precedent of this property going commercial with some kind of enterprise that, as David has pointed out, has a certain percentage of failure in town, of not happening, not making a go of it. So please don't set the precedent of this property being zone changed. Thank you.

Berryman: Thank you. So is there any more input from the general public, please? Just raise your hand. Okay. Three minutes.

Dennis: Good evening. Deb Dennis for the record. I'm here to oppose the request for a zone change. And I'm speaking only about a zone change. I don't care what the business would be. I don't care whether it's a barber shop, cannabis, or whatever. I'm opposed to the change because the Mesquite, the South Mesquite district was set up to preserve the residential neighborhood. And this is not even talking about the Mesquite Historic district we're talking original townsite. We're talking about the first homes, the first neighborhood. And as the previous speaker mentioned, commercial was allowed and grandfathered into the Amador and Lohman corridors, and the rest was designated as residential. You're going to begin that process of dismantling a residential neighborhood. I've seen it in my own. And it's not as dramatic, because I'm not in a historic district. But the north Alameda district was a neighborhood and it's not anymore. I've lived there for 40 years, and I've watched the changes. I used to have neighbors, and now I have renters and I have cannabis, thanks to the City Council, and P&Z. And so I understand why the residents are fighting this. But I'm asking you based on historic preservation, and I want to read to you from the South Mesquite Overlay District at the time that it is formed, and it is still appropriate. Neighborhood design guidelines and standards have been created that will help enhance and preserve, I'm sorry, the unique character of Las Cruces's first neighborhood. You start down this path of allowing one property to become commercial and pretty soon you have one after another for whatever, it doesn't matter. And it's no longer a neighborhood and you've lost it. If you look at what's going on already, so many homes are being lost because they're being demolished, they're being sold to outside entities, and neighborhoods are slowly deteriorating. We need to save the Mesquite historic district. Thank you.

Berryman: Thank you. So do I have any more public input, please just raise your hand. Okay, so I see none. So I give the proponent an opportunity to address any of the issues that have come up. Do you have any response that you'd like to make at this time?

Calderon: Thank you. This is Sandra again. I'm the owner. There are several facts that I want to state here. First of all the cannabis. If we open the cannabis store, there won't be a lounge allowed in there. So there won't be smoking allowed inside the building. Okay. So that's one thing. Right now as a resident, everywhere around a resident, you can smell cannabis everywhere. I mean, my kids do it. The neighbors do it. The neighbors, neighbors do it. So the smell, it's there already. So that's another thing. The parking, right now when I'm home, we have probably like 20 cars parked in and outside on the streets, as a resident. So that one to my experience with the other cannabis stores that I know that I own and my family owns, there's probably three or four customers coming in and out throughout the day. So the parking, I don't think would be as crazy as it is

right now. So right now the parking, yes, I do understand it is crazy. So the parking with a commercial building there, I mean my residence I can't stay there. My family can't go visit unless they're buying stuff they have to leave. So those are a few points that I wanted to point out.

The micro business, it's a small micro business. It's 200 plants or less. So we're not this big corporation that we're going to come in and bombard our resident with cannabis. It's just going to be a cannabis for our store mainly. We're not going to be out selling, wholesale. So we're not going to produce I mean pounds and pounds and pounds of cannabis to produce to other stores. That's going to be mainly for our store. There's only a few things that I want to want to address here. That I do believe, I know it's historical, but I mean, I'm sorry to say but changes can come upon historical and with the residence the way that it is right now I do believe it'll be the parking spaces especially, I think it'll be better, from a cannabis or a barber or whatever business we decide if it's allowed.

Berryman: Okay, thank you.

Calderon: Thank you.

Berryman: Okay. So that ends the public and proponents discussion. So I will now entertain a motion.

Deason: Okay, Commissioners, listen to the wording.

Berryman: And before you do that, Paul. Troy, can you put up the specifics regarding the motion so we can read it correctly, please? Thank you.

Deason: That's - okay. Madam Chair. I move that the request for a zone change from R-3 medium high density to C-1 commercial low intensity for 541 South Campo be approved.

Berryman: Do I have a second?

Chavez: I second.

Berryman: Open for discussion among the Commissioners, please. Okay, I only have one point to make before we make a vote. And my concern is from a historic preservation perspective. Yes, I agree that change is always evitable. However, there are very few remaining neighborhoods left in Las Cruces. And I would ask you, why is there such a high visitor count in Mesilla? I would ask why is there a high count in Old Tucson? Why is there an old, in any of those areas they're not going there for commercial reason. They're going there because of the historic neighborhood. And I think what we're missing here in Las Cruces is an opportunity to capitalize on the fact that

this is a historic neighborhood that could be enjoyed by visitors, it would be bringing people in. So that's the only comment I have for right now. Is there any additional comments? Okay, so we have a motion. All those … Troy,.

Ainsworth: Commissioners. Just a quick clarification for the edification of everyone in attendance. Let's keep in mind that your vote is a recommendation that will be transmitted to the Planning and Zoning Commission. It is not a zone change. You are recommending that based on the findings of fact that the Historic Preservation Commission is recommending approval of a zone change. The decision to make the change will be further discussed at Planning and Zoning, and ultimately approved by City Council. These are steps that must be taken incrementally. Thank you.

Berryman: Thank you. As part of that I believe P&Z is meeting December the 19th to consider.

Ainsworth: Madam Chair. I believe that is correct.

Berryman: Okay, so a motion has been made. All those in favor say "aye." There are no ayes. All those against changing the zoning say "nay."

MOTION DENIED UNANIMOUSLY.

Berryman: So the motion to change from residential to commercial has been denied. I think that's all I say, right. Okay.

V. DISCUSSION ON REVISING THE CURRENT CERTIFIED LOCAL GOVERNMENT GRANT TO AMEND THE SCOPE OF WORK FROM A RE-SURVEY OF THE MESQUITE HISTORIC DISTRICT TO THE PREPARATION OF A City-WIDE HISTORIC PRESERVATION PLAN

Berryman: Okay, going on to item number five, and this is a discussion item so we will not be voting on it. But we're discussing the current status of the CLG scope of work in terms of preparation of a City-wide Historic Preservation Plan. So where in the docket are we?

Ainsworth: Commissioners. Where are we in the docket? This sounds like a Mr. Douglas question. Commissioners. A couple of points to make. The funds that have been dedicated for the Certified Local Government grant, now that we have gone through two rounds of advertising for the resurvey of the Mesquite Historic District and had no takers. Subsequently, I had a conversation with Ms. Karla McWilliams there in the State Historic Preservation Office in Santa Fe, to ask if the option existed for us to revise the scope of work, a complete revision, and pursue a different approach in order to utilize those funds. And she answered in the affirmative. All right, so we can, the City of Las Cruces can revise the language of a deliverable

from the original intent to, if it is the Commission's interest, to pursue a City wide historic preservation plan. Now, there's a couple of points that are real salient here. Our timelines remain intact. So we're still looking at September of 2024. So we must be reasonable with what can be prepared. Now the contours and the details are not the important thing right now. It's basically an indication from the Commission to pursue, because time is of the essence. A reworking of a scope of work and advertising it and providing several weeks for that advertisement are required. So the sooner the better, if the Commission chooses to pursue this route. Then there's also a question that I think Mr. Douglas, this is kind of more in your wheelhouse, sir, when the grant was approved there was a contract drafted up between the SHPO office and City of Las Cruces, which was distributed for signatures. Now, the funding amount does not change one bit. Scope of work will. And this is a question maybe to discuss later. But I'll need clarification from you with regard to a new signature sheet, whether all signatures must be secured again, or Ms. McWilliams asked if it's possible for just one signature from the City. Your opinion would be helpful.

Douglas: Madam Chair. If I may answer. It's not unusual at all to have amendments with regard to the scope of work. I draft them pretty routinely. Very rarely do they exceed one page and that includes signature lines. I would probably sign off on that.

Ainsworth: Okay.

Douglas: And we'll have to see who the appropriate other City employee to sign off on that would be, but my guess would be somebody from the City Manager's office, but not unusual to have an amendment.

Ainsworth: Okay. Thank you so much.

Berryman: Okay, as a clarification. Number one, there is a draft now for the preservation plan that's being reviewed. And as soon as the review is completed, I will hand it over to you to still look at it. So right now, there is one written. My concern is the past performance, it took close to three months for the total system to work. So assuming that this is December, assuming that we get someone who's interested. I don't see a contract being let out until end of February, early March at the earliest. Now, if the work is due in September, that only allows, if I'm counting the months right, seven or eight months of completion, so I'm concerned. Is there a way of speeding up the City's delivery system of getting the bid out, accepting a b.i.d., and assigning a consultant?

Ainsworth: Commissioners, Madam Chair. Although I cannot speak for you know the pace that other departments work, what I can say is I would be very willing

to impress upon my colleagues the timeliness and the need to expedite the advertising process, unlike what we saw previously.

Berryman: And so my last question is, is the amount still $30,000 or is there a different amount?

Ainsworth: Madam Chair. The amount available remains at $30,000.

Berryman: Okay. Thank you.

Ainsworth: You're welcome.

Berryman: Are there any additional questions from the Commission?

Chavez: Madam Chair. Since we've had two failed attempts for this money, which started at $60,000 and got whittled down to $30,000, is there a precedent that we could actually shorten the timeframe? Because we've had no takers even at $60,000. So you know, I mean, we're in a situation between a hard place and a rock to get everything done, because I believe the last invoice has to be presented no later than the end of September for payment. So, I mean you know there has to be some flexibility. I mean we cannot, this City government cannot be that stringent or the state. I don't know if the state is doing this, or is it the City?

Ainsworth: Commissioner Chavez. Actually what is it that you're asking?

Chavez: Shorten the timeframe to get a contract signed, so we can get this project on?

Ainsworth: We just discuss that a revised. Chair Berryman mentioned about turning over or submitting a revised scope of work.

Chavez: I know the scope of work. I'm talking about the period of time that has to be advertised, three months.

Ainsworth: It does not need to be advertised for three months, whatsoever. We have leeway on that. Is it a two week advertisement? Is it a one month?

Chavez: That's what I'm trying to get at. If we can put a limit on the timeframe and say, two weeks or three weeks, that shortens that timeframe.

Ainsworth: Absolutely.

Chavez: And we get somebody to sign the contract.

Douglas: Sorry Dr. Ainsworth. If I can interject.

Ainsworth: Yes, please.

Douglas: I don't pretend to have all the answers off the top of my head. But with an amount of more than $25,000, we're going to have to look at our Procurement Code and see what the notice requirements are. And there is no way to shorten those. Now it's not three months. I don't know what it is off the top of my head but it's not three months.

Chavez: Okay.

Douglas: With regard to the amendment itself, that should be quick. If all we're amending is the scope of work, that portion should be very quick.

Chavez: Okay. All right.

Douglas: If that makes you feel better.

Chavez: Thank you.

Berryman: Just as a clarification, the scope of work is submitted to SHPO. And they take time as well to go over that scope of work. So I mean there's time on that end, as well as the City. So I guess my other concern is on the last two bidding, we had a confusion on - this contract is to be released to SHPO listed individuals, particularly on the second time around individuals on that list were not contacted and were not given the opportunity to bid. And we were informed that if you turn down one proposal you don't get put onto another one. Well, we're going to have the same problem with this third, it has to be on the SHPO list. And we're making it very short, because we know there's no per diem and there's no travel time, so it has to be someone that is local. And so we need sort of an assurance that the SHPO list will be sent out because we gave the SHPO list to the procurement individual and then we went and talked to them, and still the list did not go out. And there was a time factor involved there. So if we could just sort of clean up the procurement system, I think is a huge problem that we're dealing with.

So having said nothing more. I'm waiting for the comments for the preservation plan. Once we get comments in, I'll make what changes and then we will insert it for your review, and then we can go forward hopefully.

Ainsworth: Madam Chair. And also I would recommend because of the timeliness that confronts the completion of this Certified Local Government grant funding, one thing to keep in mind in the scope of work is limiting the expectation of what can reasonably be delivered. And perhaps for the next seven months or so, the purpose is not to prepare a full blown document that has been fully, all the principal investigations have occurred, all of the public meetings

and all of the long range thinking, but actually creating and thinking in terms of gathering public input, vetting, doing a basic inventory, you know identifying key areas of town. Basically doing a preliminary type approach. And look for it to be a springboard for a fully articulated plan. Because we have little in the way of funds, and we have little in the way of time. So that's just something I would ask the Commission to keep in mind.

Berryman: And I appreciate that. And that is the direction that we're going. It's basically a glorified outline, and defining historic context, which in order to do an inventory we do need a context to set these structures within. So we're not looking at a perfect preservation plan because it is not possible for the cost and the time involved. Thank you.

VI. OTHER BUSINESS

A. BYLAWS
B. PARLIAMENTARIAN

Berryman: Under other business, we have bylaws. And I wish I could say the word correctly, but as parliamentarian, I did it. We're going to put that on for the next session, because I'm sort of unclear what we were going to discuss.

C. 615 & 621 NORTH MESQUITE STREET

Berryman: And if we could have a status on 615/621 North Mesquite Street, please.

Ainsworth: Commissioners. Very quickly. Tomorrow morning there's going to be an inspection on the building in question there at 615/621. Made arrangements with facilities and the appraiser will be present as well, he needs to gather additional facts. We anticipate a revised appraisal. And for the record, I did misspeak during the work session, I mentioned that he had sent the appraisal, it was a separate document that he was sending to me, it's not the appraisal as of yet. So we will still have that. Our intent is to have the property advertised for sale in the month of January. And by state statute we need to have a 30 day notification in the public square, that is newspaper, that is our social media outlets, that is to cast the widest net possible where anyone who is interested in the conditions that are placed upon the property and the reserve price, can indeed make an offer to purchase it from the City of Las Cruces.

Chavez: Chair. If I may. I was under the understanding that that property had already received its value.

Ainsworth: Its appraisal.

Chavez: It’s appraisal.

Ainsworth: It was a partial appraisal that was conducted. It was not for the entire property. It is an error that was made. And so we have to correct it and have - the property is divided into three separate parcels. And that was a discrepancy in the initial appraisal. So the entire, all three parcels have to be appraised as a collective.

Chavez: Okay.

Ainsworth: Yes. And just for the record, one of the conditions that will be put on the sale of the property is a replat to take the three parcels and plat them into one. So it's one contiguous parcel of land.

Berryman: Okay. And for clarification between now and the end of February or the beginning of March, is there still a program to maintain the buildings so it doesn't deteriorate any further than it has.

Ainsworth: Madam Chair. The City has a responsibility to board and secure and maintain that building. That's correct.

Berryman: Is there any other comments?

VII. PUBLIC INPUT

By, Okay, so, I'm going to move to public input. Is there. I see a hand so general public input please come forward.

Lewis: Madam Chair and Commissioners. I have two things. I have a written thing I'd like to read for you. But before that I want to quickly make an observation. So I was part of the arts and cultural plan. Myself and my professional partner wrote the arts and cultural plan for the City of Las Cruces. In that plan, we asked for some new staffing to be placed in the City. And Troy Ainsworth is the result of that staffing that we asked for, historic preservation. And I had great hopes of things happening in our community on historic preservation. And there have been many good things happening. But as of late in observing and pulling back from a lot of the community stuff I used to do, I am seeing that historic preservation and the importance of our original townsite in decisions that being made for zoning and etc., of traditions of cultural things happening, it's been put in the back burner. As recent as the property that the City owns in the weed and seed. And I've just been seeing a number of things being degraded to the significance of what we first talked about in the arts and culture plan for historic preservation, and what happened to how we signify and dignify and preserve our original townsite. That's just an aside that I've been watching and I think you are the Commission. I was here for the Planning and Zoning; I have no idea why the Director of the Community Development was here

for that meeting and is not here for this meeting. That is just to me as important is Planning and Zoning. So I am just telling you that those of us who believe in historic preservation need to get stronger and have more of a face in the City, with our new elected people in the City and what is happening in all the departments in the City to maintain what so many of us have worked our lives to create.

And now my prepared statement. Good evening, I am Irene Oliver Lewis and I live on Kansas Avenue, Lot 45 of the original townsite plat of 1849 or what is now known as a South Mesquite Overlay for issues of planning and zoning and historic preservation. My sister Sylvia Camunez and I have family roots from the mid-1800s in Doña Ana, with the Fitch and the Triviz family that moved from Doña Ana to the Mesquite neighborhood in the early 1900s. The original adobe building on Kansas where we live was built in 1906. And our grandparents, although they lived on Mesquite Avenue, they bought that land in 1936. Historic Preservation is in my DNA. I speak to you tonight because my perception and many of my neighbors is that the City's Community Development Department and the staff approach historic preservation as an obstacle, a nuisance for business development and housing, and they resort to treating it as neglect when demolition not keeping historic traditions, character, or quality of life. You are the City Commission in charge of maintaining, preserving, and setting policy for historic preservation. Therefore, I urge you to relook at the process that zoning changes first go to the Planning and Zoning Commission and then they come to you if an historic preservation matter is in place. In fact, the reason we are here tonight is because it was originally, this issue of the Campo zoning from residential to commercial was put on the Planning and Zoning Commission. And it was pulled because the Planning and Zoning Commission received more than 40 calls of concern of this zoning change and that is why you are hearing it first and next on the 19th it goes to Planning and Zoning. Planning and Zoning Commission has different aspects of what historic preservation is. They are using Elevate as part of their decision, and part of the decision in Elevate says for mixed use purposes. And they are changing mixed use purposes throughout our City and not recognizing the historic preservation issues of the South Mesquite Overlay. I believe the HPC should review the zoning issue first, then historic preservation is paramount in deciding situations and then going to P&Z. It's a little analogy now that the cart is before the horse, thank you.

Berryman: Thank you.

Ainsworth: Madam Chair.

Berryman: Yes.

Ainsworth: For clarification. The ordinance is written for zoning issues to be heard first by the Historic Preservation Commission, and then second by the P&Z if they pertain to any impact on the South Mesquite Overlay District. That was a responsibility inherited that HPC inherited from the South Mesquite Overlay Design Review Board. So the ask has already been granted. There was an error, it should not have gone to P&Z first. That is a staff error. That is why the item was pulled. That's why you're hearing it. That is why this Commission heard the findings of fact, in order to make a recommendation to P&Z. Thank you.

Berryman: Chair recognizes Faith.

Hudson: Just really quick. I would like an update on the design guidelines. That is part of Chapter 48 as part of the responsibility of the Commission and the Historic Preservation Specialist. And I do know a lot of work was done. And it was I think submitted to the Historic Preservation Specialist in August of this year. So if the public could get an update on that, that would be wonderful. Thank you.

Ainsworth: Madam Chair. The design guidelines are in my possession. When they are complete, they will be brought forward to this Commission for final review, and then making a recommendation to go to City Council. Thank you.

Berryman: I would like to amend your response if I may. Can we have a timeline when that review will be completed, please?

Ainsworth: Madam Chair. I would respectfully request no timeline. I will approach my job in the pace that I need to, Thank you.

Berryman: I appreciate your workload. But I would suggest that that draft was given to you in the middle of summer. And it had been reviewed by multiple individuals for typo and contents and etc, etc. We are now in December. And so I still am asking for a timeline please.

Ainsworth: Madam Chair. The consultant provided a service for the City of Las Cruces and submitted a document that belongs to the City of Las Cruces. The work will be completed when it is completed. And I'm sorry if that's an unsatisfactory answer, but yes, I have a tremendous workload. Thank you.

Berryman: I'm not going to belabor it. So my understanding is that changes to Chapter 40, which is now Chapter 2, will be up for public review. And I don't have a deadline for when the finalization of the changes, but I do know that in that reference is the architectural guidelines. And so we do need to have those comments in that document and completed before Chapter 2 is finalized. And that's all I need to say. Are there any additional comments?

Chavez: Yes. Madam Chair. The consultant that we had for the handbook was inadequate, and was done very, very poorly. The photographs did not contribute to the document. The wording was wrong. There was one, only one word of adobe used in that whole document. And I believe the City spent over $20,000 on an inadequate report. The Commission set up a subcommittee and we worked on it for probably six or seven months and corrected it, rephotographed it, and set and delivered it to you, Mr. Ainsworth, for review. And at the time when we presented this, you told us you would have it done within two or three weeks. And here we are in December. All we're asking is that if the Commission is spending our free time, we don't get paid. We don't even get a bottle of water for spending maybe four days out of the month, on top of the meetings here, to work on this for several hours when we meet, we expect the same respect for our work. And we hope that you would respect our work and get it done quickly. Please, that's all we're asking. That's all we're asking. Thank you.

Berryman: Okay, I jumped the gun a little bit when I asked for public input. But there were a couple other discussion items, and I'm going to combine them all into one. So the discussion item is that, as a Commission we would like to take already eligible and nominated and accepted historic properties that are on the national and state register and put them on to the Las Cruces listing of historic properties. So that just simply strengthens and gives the City of Las Cruces a little better opportunity, since both of these lists are kind of convoluted, so if we combine them so that they will be on to the City's list. That would be number one. Number two is that City owned properties. We are currently going through City owned properties. Those that are historic and meet eligibility requirements, we would like those to be put on to the City of Las Cruces list of historic resources. And I will supply Dr. Ainsworth with a listing of the combined state and national register properties and the City owned properties that are either already on or will be on the national and state listing. And third, the third was the update and acceptance of the architectural guidelines, but we've already discussed that. So those are the two issues. Are there any comments that can be made by the individual Commissioners? So I have submitted a list. I think I've submitted to you as well. It's an extensive list. But anyway I think it will, as a CLG. community I think that the City of Las Cruces, it would be good to have the City of Las Cruces list expanded to include properties that are already been nominated or eligible. Thank you. So I guess on the next agenda we'll vote on it. There doesn't seem to be any discussion here. Okay.

VIII. DATE OF NEXT MEETING - WEDNESDAY, JANUARY 17, 2024

IX. ADJOURNMENT

Berryman: So I'm calling, it's 7:45. I'm asking for adjournment. Is there a motion for adjournment, please?

Deason: Madam Chair. I move we adjourn.

Berryman: And a second.

Chavez: Second.

Berryman: And all those in favor say “aye.”

MOTION PASSES UNANIMOUSLY.

Berryman: All those against adjourning. So adjournment has passed. I thank everyone from the public for attending and contributing and all of your comments have been taken seriously. Thank you very much.

_____ _____

Chairperson Date

ATTACHMENT "C"

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
December 19, 2023 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
James Bennett, Secretary
Connor Murray, Member
Vanessa Porter, Member

BOARD MEMBERS ABSENT:

Joaquin Acosta, Member

STAFF PRESENT:

David Weir, Deputy Director Community Planning
Sara Gonzales, Senior 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. Welcome to the December 19th City of Las Cruces Planning and Zoning Commission. We'll go ahead and call this meeting to order.

2. CONFLICT OF INTEREST

Kaiser: Do I have any conflicts of interest from the Commission tonight? Seeing none.

3. APPROVAL OF MINUTES – November 28, 2023

Kaiser: Any comments on the minutes from the November 28th meeting? No comments. All right. Looking for a motion to approve.

Bennett: I make a motion to approve the minutes from the previous meeting.

Smith: I second.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Porter.

Porter: Abstain.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Passes.

Kaiser: All right.

4. POSTPONEMENTS

Kaiser: Moving on, I believe there are no postponements this evening; is that correct?

Gonzales: Mr. Chair. That is correct. Your postponements are moved to old business.

Kaiser: All right.

5. ACCEPTANCE OF THE AGENDA

Kaiser: Then we will go ahead and look for a motion to approve tonight's agenda.

Bennett: I make a motion to approve tonight's agenda.

Murray: I second.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Passes.

6. PUBLIC PARTICIPATION

Kaiser: Okay. Moving onto public participation. Is there anybody in the audience who wishes to speak on an item that is not on tonight's agenda? Please raise your hand. Seeing none. We'll go ahead and close public participation.

7. DISCUSSION

8. CONSENT AGENDA

8.1 Case No. 23CS0500110: A request to approve a non-administrative replat known as Darla Place Subdivision. The proposed subdivision encompasses 0.711 ± acres and is zoned R-1a (Single-Family Medium Density). The subdivision proposes to subdivide one (1) existing lot into three (3) new lots that range from 0.202 ± to 0.278 ± acres in size and located at 905 Jasmine Drive. Submitted by GEM Surveying, representative. Council District 1.

8.2 Case No. 23CS0500130: A request to approve a non-administrative replat known as Majestic Hills Subdivision Number Two Replat No. 40. The proposed subdivision encompasses 1.59 ± acres in size, zoned R-2 (Multi-Dwelling Low Density) and located at 3020 Majestic Ridge and 3025 Executive Hills Rd. The subdivision proposes to subdivide two (2) portions of Tract A into (2) new lots that are .34 ± acres to 1.25 ± acres in size. Submitted by Libbin Underwood Engineering and Surveying, representative. Council District 2.

Kaiser: And move to the consent agenda. We have two items. Looking for a motion to approve tonight's consent agenda.

Bennett: I make a motion to approve tonight's consent agenda.

Smith: I second.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Passes.

9. OLD BUSINESS

9.1 Case No. 23ZO0500120: A proposed zone change request from R-3 (High Density Residential District from the South Mesquite Overlay) to C-1 (Neighborhood Commercial District from the South Mesquite Overlay). The subject property is encompassing 0.233 ± acres and is located at 541 S. Campo St. The zone change is to allow for the future development of a commercial business on the subject property. Submitted by Libbin Underwood Engineering and Surveying, representative. Council District 1.

Kaiser: Okay. Moving onto old business. And our first item tonight is 9.1. And I will turn it over to staff for a presentation. And while you're pulling that up this is a proposed zone change request from R-3 to C-1 in the South Mesquite Overlay at 541 South Campo Street.

Castillo: Good evening, Commission. My name is John Castillo for the record. Tonight, we have a zone change request from R-3 to C-1 at a property located at 541 South Campo Street. The current conditions of the property is that it is located at the corner of Campo and Kansas. It's physical address

is 541 South Campo. It's a developed residential lot that encompassing 1.427 acres. It's zoned R-3. It's also located within our South Mesquite Overlay Zone District. This is one of our historical districts within the City. It is also adjacent to a mixed use corridor that acts as a buffer to various types of residential housing.

It also fronts a collector roadway and a local roadway. The collector roadway being Campo Street and the local roadway being Kansas Avenue. As you can see here on the zoning map the property is highlighted. It's current zoning designation is R-3. And once again, it's at the corner of South Campo and Kansas Avenue.

Here's an aerial image of the property. It is fully developed with a residential home. These are some street views of the property looking southbound on Campo, as well as directly facing Campo the residential home.

So today's proposal from the applicant is to rezone the property to C-1 which is our neighborhood commercial district located within the South Mesquite Historic District. They're proposing to do a retail establishment. This will also allow the property to expand beyond the residential and limited commercial land uses that are currently occupy the R-3 into more commercial land uses that don't allow for residential living.

It's also to provide a nonresidential intensity transition to the residential neighborhood. So basically, what we're saying is more of a transition from the heavy commercial located on the west side of Campo as well as the heavy commercial off of Lohman and kind of transition it before we get into the neighborhood.

This is a site plan of the proposed zone change. As we can see there is C-3 commercial, as I stated before on the west side some R-3, and further north of that is C-2, and then R-3 pretty much south and east of it as well.

So this did have to go before our Historic Preservation Commission to provide the Planning and Zoning Commission a recommendation. The Historic Preservation Commission under section 38-49.2.J.2.D of our Zoning Code as amended requires a recommendation to the Planning and Zoning Commission. Our Historic Preservation Commission specialist recommended denial as you guys were provided a copy of his staff report. He's looking at it more from a historical aspect where Planning looks at it from a larger scale utilizing not just the historic neighborhood plans but as well as Elevate Las Cruces and overall growth for the community.

On December 6, 2023, a public hearing was conducted. The motion was made to approve and seconded the proposed zone change. The Commissioners provided a denial vote with no findings. The motion failed

with a vote of zero to four. There was one Commissioner absent and two seats vacant. On this slide, we see the findings of facts that were provided by our Historic Preservation Specialist. His findings were the proposed zone change request; it is at variance for land use intent for residential zones as outlined in the Mesquite Historic District Neighborhood design plan.

The proposed zone change from residential to commercial entails a greater intensity of use and requires that the existing residents adhere to Commercial Building Code rather than Residential Code. As well as the proposed zone change that was requested came without accompanying plans or drawings, which show the type and extent of any potential alterations to the existing building on the site.

As we can see on this slide, this is all seven members of our Historic Preservation. As I noted before, two seats are vacant. There was one Commissioner that was sick at the time so you only had four votes.

The Planning staff recommendation is to approve the zone change based on the following findings. The zone change request will allow for the attraction or attention of businesses at a small scale and provide buffering to the residential neighborhood to the east. And the expanded uses allowed by the zone change are consistent with existing uses in proximity to the subject property. The subject property is located on a collector roadway which is recommended for commercial land uses. The proposed zone change request is supported by Elevate Las Cruces Comprehensive Plan as it's located within our urban neighborhood place type. This place type does allow for the redevelopment of our urban core as well as providing a more dense and mixed use area. It's also adjacent to a mixed use corridor. So once again, providing that transition between commercial to residential. It's also along a public transportation route and it does meet the purpose and intent of the 2001 Zoning Code.

Also, based upon staff's analysis of the proposal, the proposed zone change meets the intent and purpose of the Mesquite Neighborhood Plan, as well as the Mesquite Historic District Design Plan. On this slide right here, we have the Mesquite Historic Neighborhood Design Plan map that outlines residential, commercial, and office zoning districts. We've had several zone changes over the past years where we've taken residential properties into commercial properties. All of these have gone before the South Mesquite Design Review Board which then became the Historic Preservation Commission.

Public notice was sent to all remaining relevant agencies and departments. All supported the proposed zone change request. A notice was sent to all surrounding properties within 500 feet. There were several phone calls and

e-mails in opposition, as was a few phone calls and e-mails with support for the zone change.

Today, your options are to vote “yes” to approve, vote “no” to deny, vote to amend, or vote to table.

Kaiser: Thank you. Any questions from the Commission?

Smith: I’ve read in a couple of, well, this particular e-mail that came in and a couple of the e-mails that the proposed business is a cannabis business; is that correct?

Castillo: Yes. At this time while the applicant has indicated that it would be a cannabis-based business, but she’s also unsure. I do have the applicant here as well if you want them to speak more about this.

Smith: I just want to confirm what type of business that they were proposing. Thank you.

Kaiser: Any other questions? I’ve got a couple of questions. Can you, I guess explain a little bit more about the Historic Preservation Commission that hearing? It was to my understanding based on the materials that were provided but I guess the staff report and then the minutes that staff, I'm not sure who that consists of, recommended denial to the Historic Preservation Commission. Can you talk a little bit more about who that is? Who made that recommendation? I’m just trying to understand that staff recommendation versus this current staff recommendation of approval.

Castillo: Mr. Chair. The Historic Preservation Specialist, his name is Troy Ainsworth. He works with the City. He also works intently with the Historic Preservation Commission. They do look at design for the South Mesquite area. As stated in this slide, when we adopted our Chapter 40, which is our Historic Preservation section of our Code, we then changed it to the Historic Preservation Commission. Before then it was the South Mesquite Design Review Board. So Mr. Ainsworth’s description or position would be to look at things coming into the South Mesquite or other historical areas and base it off of historic preservation.

Weir: Mr. Chairman. This is David Weir with Community Development Department. Just to provide a little more context to the response that you got. The Historic Preservation Program is administered by the Community Development Department and so any recommendation that comes out of that is from the Community Development Department. I don't want you to think it was embedded with other staff people. And as John also indicated, he looks at it from a standpoint of the historic districts, of the plans that are in place for that, and often times more from a design, what the actual the

buildings would look like. So it's not uncommon for there to be slight deviations in the information that's provided to the Historic Preservation Commission and what's provided to the Planning Commission.

And also, the Historic Preservation is acting as your former South Mesquite Overlay Zone. So again, that was more of a design board, but they also had the authority or the mandate to provide a recommendation on zone changes. And so, when those duties were incorporated into the Historic Preservation Committee then the process for a zone change in those areas, well it goes under staff review first, then it goes to the Historic Preservation Commission and they make a recommendation, and then it comes to the Planning and Zoning Commission for a recommendation to City Council, and City Council makes the final determination.

Kaiser: Okay. Thank you. So with this particular case is it fair to say there's two differing opinions here if some staff in Community Development are recommending denial and others are recommending approval?

Weir: Mr. Chairman. I think the way to look at that is staff made a recommendation to the Historic Preservation Commission and then they made a recommendation to you. So I would take the recommendation of the Historic Preservation Commission just as they could have disagreed with the staff recommendation and you could have got one for approval. And the Planning staff looking at the implementation of Elevate Las Cruces the Comprehensive Plan, and other neighborhood type plans may have come up with a slightly different recommendation.

But some of the information to help you with your decision making would be to take the staff report from staff to the Historic Preservation Commission, the discussion and the recommendation of the Historic Preservation Commission, the staff recommendation this evening and then any testimony or input that's provided tonight. All of that is things that you can use to make your decision as you see the duties that you've been charged with as the Planning and Zoning Commission.

Kaiser: Okay. Thank you. That's helpful. I appreciate that explanation. Going back to the comment about the transitional zone. I think you had a map up that showed something to that effect. Yes. So if I'm reading this correctly, the really tiny letters, numbers, those are signifying previous zone changes that have taken effect; is that correct?

Castillo: Mr. Chair. That is correct.

Kaiser: Okay. And they all appear to be north of Amador, we don't see any south of Lohman. So, I guess I'm trying to understand based on the comments that we received up until this point, it doesn't sound like there's maybe a

need for a transitional zone between the commercial and the residential districts given the fact that the current precedent is all north of Amador. This would be the first one south of Lohman on a completely other side of an already existing commercial district.

So I'm just trying to understand where staff is seeing this perception that there needs to be a buffer zone because by extension then we're saying we should be rezoning all those other properties down South Campo in order to create a buffer because one business isn't going to, or one you know C-1 district is going to be a satisfactory buffer. Is that kind of what staff is thinking here?

Castillo: Mr. Chair. So we don't indicate it on here because it wasn't a zone change that went from a multifamily residential or any type of residential into a commercially zone property. But on this map, this slightly differentiated color right here, this property was zoned originally R-3 then it was rezoned to R-4. It's currently being used as offices at the moment. It has no residential component to it at all. And we do see it as kind of a less intense commercial use versus having something fully, such as the school's district or a grocery store across the street along Campo.

Kaiser: Okay. But the R-3 does allow for limited commercial retail use currently, right?

Castillo: Mr. Chair. That is correct. The R-3 does allow for limited commercial use. A majority of it is actually intended for institutional purposes or community purposes.

Kaiser: Okay. Thank you. And I guess one technicality before I forget. You mentioned in your presentation that this was a 1.4-acre parcel but in the staff report you have 0.23. Can you clarify which is it?

Castillo: Mr. Chair. You are correct. It is a 0.23. That was an error on my portion writing the presentation.

Kaiser: Okay. Thank you. One other thing. I think was actually, now that I have kind of done some additional research on this today, I think the recommendation coming out of the Historic Preservation Commission was that this proposal didn't align with the Mesquite Neighborhood Design Plan. It doesn't appear that map is in your presentation tonight. But I have it up. I think it's page 21, at least in my version, it has a variety of proposed land uses. It clearly identifies a neighborhood commercial zone, moderate density residential office, retail residential, a retail restaurant, and residential districts. Those are all north of Amador. It is very clear from this map and the Historic District Plan that this property would fall strictly in the residential zone. So I guess from my perspective it seems like I would agree

with the analysis provided by the Historic Preservation Commission that this would be inconsistent with that particular plan.

I understand that there are other objectives throughout the plan, throughout Elevate Las Cruces, that seek to identify and stimulate other ways to incorporate mixed use development, but mixed use development in my mind does not equate to open season. It doesn't mean we get to just do whatever we want in any kind of district. And so to me it seems like R-3 which this is currently zoned is more than sufficient and would be more consistent with the existing plans than converting this to C-1.

Finally, I'll just from my perspective, this Commission has been very, very open and receptive to cannabis businesses in town, but I believe this would be the first time that we would actually convert a residential zone into a C-1 to allow a cannabis establishment. And I think for me personally that's kind of where I draw the line. I know that there's no requirement for buffers and setbacks from a cannabis to a R-3 like there would be a R-1. And you know I just think there's plenty of other opportunity across the City for these establishments.

Again, this Commission has proven time and time again that we are open to that. But I think for me this is just one step too far. It's a loss once again of another multifamily property to a commercial property. We never see this come before us to convert a R-1 to a commercial district. It's always the R-2s. It's always the R-3s that get converted. And I just think that this is one of those that I just don't see how we can make the leap based on all the evidence. So those are just my thoughts and I appreciate the explanation by staff tonight. Any other comments? Commissioner Smith.

Smith: I just wanted to just kind of weigh in on what Commissioner Kaiser had stated. He actually brought up several issues that I was going to bring up, but I figure I'd just go ahead and just say what's on my mind. You know having lived here for 25 years, that entire time it's been downtown. I remember looking for a home in the Mesquite District when it was very, very depressed. And I know that the Historic Preservation Commission has worked very, very hard to, number one, establish that area as a historic neighborhood.

And when I think of neighborhoods, especially that Mesquite neighborhood, I think of families, you know people living in that neighborhood. I know people have lived there for a long, long time, that's one of the reasons why it's been made a historic area. And I know that there have been families, there have been young people who are buying first homes and they have really worked hard to you know raise that neighborhood, bring that neighborhood back to life. And as Commissioner Kaiser said, there's been so many cannabis businesses that we've been open to approving to just

you know allow commerce to happen in the City. But when it starts to impact a neighborhood, particularly a neighborhood of this type that it is historic, that has had you know a long history and have worked so hard to come back to life, you know I personally too have an issue with this proposal.

I just feel that housing is difficult enough to find and as a person who has a heart for downtown, I want it to thrive. But a neighborhood, part of a City doesn't thrive unless you have people residing in the neighborhood. And I just feel that I want to see this neighborhood continue to grow. But I want to see it grow with people living there and making that neighborhood the important part of Las Cruces that it is. So thank you.

Kaiser: Any other questions or comments from the Commission? All right. We'll go ahead and open it up to public. Yes, the applicant is interested in saying a few words or speaking you're welcome to come forward. Thank you for that. All right. Before you get started, can you please state your name for the record so I can swear all three of you in? You can just go down the line and we'll do this.

Frugoli: Sure. Good evening. My name is Caitlin Frugoli. I work with Libbin Underwood Engineering & Surveying here in Las Cruces.

S. Calderon: May name is Sandra Calderon. I one of the owners.

Miller: Troy Miller, the owner.

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?

Frugoli: I do.

Kaiser: Go ahead.

Frugoli: Mr. Chair, Commissioners. We just wanted to say that we think that Mr. Castillo did an excellent job in his presentation. We have nothing further to add. We would like to say that we think that Ms. Calderon is here to present her vision and we'll let her have some time to do that. And then we're here to answer any other questions that you may have. But at this time, I will go ahead and hand it over to Sandra.

S. Calderon: Good evening, everybody.

Kaiser: Please make sure you stand close enough so we can hear you to the mic.

S. Calderon: Yes. Okay. Can you hear me now? As I said, my name is Sandra Calderon. I'm one of the owners. And there's several reasons why we want

to change it from a residential to commercial. I think a lot of people are like stuck on only the cannabis. To me, it's not only a cannabis, there's like other businesses that we can open. As I mentioned in the last meeting, it can also be, I have an 18-year-old that's about to graduate. He wants to also do like a barber shop. So that would be perfect for him to do a barber shop there because we've owned that business since 1999, I believe, the house.

So my kids have grown up there. It was my kid's dream to open the cannabis business there. That's my main purpose as a parent to open his dream there. He's no longer with us, but I do have other kids. I do have other kids that have dreams of their own to open their own businesses there. It doesn't have to necessarily be a cannabis business, but it can open it up to other businesses there. And since, we own it already, I don't have to go out and rent another location for thousands of dollars a month when I own it already.

I can do the transition there if you guys allow me there and do what they want to do. Do their dream there. So and there were several factors last time. Parking was one of the factors. And right now as a resident, as an owner, my parking is full. My parking when my family is there, when I'm there my family is there and my friends are there parking inside my resident is full. Outside on the street is full because all my family is there, okay. So as a business with the parking that would be limited because now my family can't come over just to visit hours and hours like they do now. As a cannabis business especially. They're going to go in there for a few minutes and leave. I'm not going to have, I mean around the City that I've seen cannabis businesses, they don't have 10 customers at a time. They have probably five customers in and out, in and out, okay. The traffic right now there, there's a lot of traffic already. So the traffic I don't think would change that much with any type of business there.

And then the thing is the odor, the smell of cannabis. Okay, the smell of cannabis is there already. I mean all around my house, the neighborhood, it smells like pot already. With a business, with a cannabis business that's going to be limited. You cannot smoke in that area because it's going to become a business. So you can't smoke inside the business. It's not going to be allowed. So they won't be able to smoke inside or outside in the parking lot. So that would be limited on that section at least.

But I just wanted to say, I don't want it to just be about the cannabis because that would limit me as a business for my kids' dreams. Now, I would have to okay it if I don't get approved my 18-year-old's dreams, okay. Can I do a barber shop there? What else can I do for them to succeed in life without me spending thousands of dollars and going out renting another location when I have that right there? I mean we have the bank right across the

street. The Church's Chicken was right next to us. That was already a business. There's offices around us that they use it as offices. It's not fully commercial but they use it as offices.

Down the street mainly it's a few residences and then there's nothing there. So there's no, I don't know if there's room for more commercial down the street on Campo but I mean change is, to me change is a good thing. So that's all I wanted. Thank you for giving me an opportunity.

Kaiser: Thank you. Did you wish?

Miller: This is Troy Miller. I'm her husband, the other owner. I think she hit it pretty well what we talked about last time. It seems like in the historic it was pretty much everybody got hung up on the cannabis part of it because of parking and odor.

Well, I own a cannabis store already in Silver City. So as a cannabis owner, you cannot have smokers unless you're allowed. If they're caught on your property smoking, you get fined as a business owner and you face thousands of dollars in fines.

Parking, it's like the store we have over in Silver. We have maybe, I don't know, at the most five, six customers come in at one time. They come in, you help them, they're out in two, three minutes depending on how you run your store. So when everybody sits here and says, well, you're going to impact us with traffic. The traffic is the exact same as what's there right now. Especially if I'm there with my race cars and stuff. I own a 53-foot trailer that I pull in and out of that place. So it's funny that people say traffic, but I can come through there all the time with my dually and my trailer when I'm in town racing and I don't have a problem.

It's like she said. Our other son, he's graduating and he's looking at coming over here and doing a barber. What's the difference between a barber store and a cannabis store traffic wise? You're actually going to have more traffic at a barber store than you do a cannabis store. So I think a lot of it got hung up because of cannabis. But there's ways around doing stuff and things involved, you know.

S. Calderon: I actually had a question on this residential as it is right now. And I think, John, you had mentioned that without changing it to commercial, we can actually do a barber shop; is that correct?

Gonzales: Mr. Chair, Commission. This is Sara Gonzales with the Planning Department. For clarification, you can use a multifamily zoning district within the South Mesquite Overlay. However, there is a percentage that is required for a property to still maintain residential status. So you're only

able to use a portion of the buildings.

A lot of times, zone changes that we did go through and identify within this map that were originally zoned multifamily that's exactly what they wanted to do. Along Campo they were zoned R-3 but they wanted the tattoo parlor, they wanted barber shops, they wanted office uses. Because there was a residential component that's why they went to a C or an office zone. So this would be something that's very common to what we've seen along Campo.

Another thing to mention, the transition that staff is talking about is your transition from a downtown district to Campo which is your collector roadway that provides that buffer to where your main traffic runs, to now providing that low intensity commercial into your residential district. This allows you to have that change in transition from your high intensity commercials that are located on the west, and then you go into that neighborhood status.

We wouldn't necessarily support something that would move forward into the middle of a residential district in say spot zoning. We're looking at the properties along Campo because this is a collector roadway where commercial zoning designations should be permitted and that's where we're recommending them to go. When we went through Elevate Las Cruces we want to on collectors because that's how you move the cars in and out when you're getting businesses and shops coming in. They weren't necessarily all on local streets.

So that is why staff had identified this area as a transitional zone. You're going from west to east in order to create that transition into a neighborhood and still providing that walkability to get services that may not be provided within the interior of your neighborhood.

Sl Calderon: So again, I'm saying that if we don't do, if you guys won't allow us to do it commercially because of the cannabis, it's going to be allowable to do the barber shop. So then it's still going to be a business. So what's the difference between commercial now and with permission then incorporating the barber shop? Whereas I see it, okay right now, if it's a cannabis, they're going to come and go. Come and go.

If it's a barber shop, there's going to be probably three barbers in there. They are going to all have customers and then they're going to have appointments behind them waiting. So now you're going to have, I mean three spots open maybe even four. Plus, more customers parked in there waiting for them to be helped. Thank you for listening to us.

Kaiser: Thank you. Appreciate that. I just want to clarify the statement that you just made. The residential component, you're saying that all of these zone

changes that we're seeing on the screen and then including this one would still be required to have a residential component to it.

Gonzales: Mr. Chair, Commission. No. A lot of these properties that went through the zone changes because they didn't want to have a residential component. So their properties were all zoned multifamily at some point in time. And they went through the process because they didn't want to use the ability of that residential component. They wanted to move towards the commercial and allow for all the office spaces to be used.

And so, that's where we see all of these properties had gone through some type of zone change that were originally this is the neighborhood design plan that was created, and through that process, they were either zoned R-3 or R-4. They have gone through the same process in which is proposed this evening. However, it is located on the south side. But we looked at it from staff's point of view. You have a mixed-use corridor that is less than 600 feet away, which is your Lohman and Amador. That's supposed to be your mixed-use corridor. You have a commercial property that's located basically one block from their property to where this is just another commercial property that would be there, but to a lower intensity. I'm not requesting them to go to the C-2 and actually bring in higher intensity uses. This just allows that residential component to now be alleviated and actually using the entire structure for commercial use.

Kaiser: Yes, but I would also differ that we are expanding the potential commercial uses here, and I think to me that's the crux of this. We've already got through the R-3 district allowable uses and by going to C-1 that list becomes far greater. And then if you look back at the proposed land uses map, this is Map 8, the Mesquite Neighborhood Design Plan, again page 21 of the document, it does show north of Amador to be, it's clearly identified as an office, retail, residential corridor. But that is not what is shown south of Lohman where this property falls. It is clearly identified as a residential. So to me I understand that there's a need for allowing mix uses and all of those things. But just because we say we want mix use doesn't mean it's everybody come on down and you know whatever you want to do go for it. There's still some thought process that goes behind it and it's very clear in my mind looking at this map that the areas that, I'm assuming this was a community process that identified these things. That north of Lohman and Amador, you have that transition zone so to speak. But very clearly to the south of that it's not identified.

So I understand the Elevate Las Cruces, I understand the urban neighborhood place type, but then what's the purpose of this if we just sort of say, well, that doesn't really matter. I mean why go through the process then? So that's just my perspective to answer kind of the question of what's the difference between a cannabis and a barber shop? Well, a barber shop

would be great. It would probably be fantastic. Those are the kinds of uses that we want to see. But when you expand it to the C-1 in my mind that's just, based on these other documents, that's just a step too far. Any other questions for staff or the applicant? Commissioner Murray.

Murray: I too have a question for staff, I guess. So we're only looking at the zone change right now but what is like the size of the property? Like what's its current use? How many units are there, etc.?

Castillo: Mr. Chair, Commissioner Murray. Looking at the name tag below. So currently it is serving as a single-family residence. I believe at one point it did have a duplex attached to it which would be you have one residence facing Campo, the other was going to be the remainder of the property. And that's pretty much the situation of the home as it's been.

Murray: Okay. And then say they were to approve this and we change it to commercial. Of course, they'd have to upgrade it to the commercial standards and bring it up to use. The site already has site constraints such as parking, the dumpster, etc. Is there going to be like exceptions to what they can do because of the site constraints?

Castillo: Mr. Chair, Commissioner Murray. So they will be able to go through within the South Mesquite, as far as parking goes there is allowed on-street parking. So they don't really have to worry too much about parking within the property. They can add it if they prefer. They would only be regulated to do the one accessible stall and its access aisle. As far as a dumpster, they would have to petition to our Utilities Department as well as our Solid Waste Department to see if a full-size dumpster would be necessary or if they could continue using a rollout bin as a residential property would currently have.

Other than that, yes, they would have to follow all building code requirements. And any of those development standards required within the South Mesquite standards.

Murray: That is it for now. Thank you.

Smith: I just had a comment for the owners who spoke earlier. I applaud your desire to you know start this business. I'm a former business owner and have always you know supported and encouraged small businesses here in Las Cruces because you know people supported my small business when I had one.

So it's not about the type of business that you're wanting to start. Cannabis, barber shop, that's not the issue. For me, I keep coming back to the neighborhood preservation aspect of this where you have a community that

has been here a long, long time. You are part of that community since you know 1999 and I just fear that this will be a precedent where once it's zoned commercial that's one business. And then the next proposal that may come before us could be for another business in another home.

And that's where we start to risk losing the opportunity for the Mesquite District to remain a residential neighborhood. So I just want you to know that it's not about the cannabis business. I mean, we have a large number of them but that's not what we think about when we sit here and look at these proposals. We're here to make the best decision possible but we're not hung up on cannabis. I just want you to know that. Thank you.

Kaiser: All right. We will go ahead and turn to public comment now. Can I please get a show of hands for those who wish to speak on this item so I can get a head count? I see one, two, three, four, five, six, seven. All right. I count 15, I think more or less. All right. So what we'll do is we will go ahead and do. All right we will go ahead and do three minutes each. We're going to start over here to my left. So if I can get, raise of hands again because I don't have a photographic memory. I'm going to start with this gentleman here in the front row. Please come forward. State your name for the record. I'll swear you in.

Taylor: Good evening. My comments will be very short. My name is Michael Taylor.

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?

Taylor: Yes.

Kaiser: Go ahead.

Taylor: I'm a homeowner in Metro Verde. I'm concerned about this zone change because I live in a residential area and I don't want my house next to a cannabis dispensary. And so, I'm concerned that if we change the zone here would that happen in my neighborhood? Thank you.

Kaiser: Thank you. All right. And then the lady that was sitting behind. Please state your name.

Lewis: My name is Irene Oliver Lewis.

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?

Lewis: I sure do.

Kaiser: Go ahead.

Lewis: I'm Irene Oliver Lewis. I live at 336 Kansas Avenue. I oppose the zone change of 541 South Campo from R-3 to C-1. I live across the street from the proposed change and my property is lot 45 on the original Las Cruces 1849 Town Site Plat. The adobe homes, our adobe homes date to 1906, and my grandparents bought the property in 1936. There are six generations that relate to this historic site.

I want to thank you for your previous comments because everything you said is what we are thinking about in the neighborhood. The South Mesquite Overlay ordinance of 2005, the Mesquite Historic District Neighborhood Design Plan of 2007, and the Elevate Las Cruces 2020 Community Livability from CL-1 to CL-19, pages 176 to 217 all demonstrate why this zone change should be denied. I was on the Livability Subcomittee that helped draft the vision, the needs, and the concerns for Elevate on pages 176 to 117. I was a child at Urban Renewal and if you make this zone change, the people who live in the Mesquite neighborhood all think that Urban Renewal is again at our corner.

Cottage industry which is not zoned C-1 is allowed in the South Mesquite Overlay Ordinance. Cottage industry allows for small business to exist for economic development and business growth without destroying the one and only Las Cruces original townsite neighborhood. When I was a child, we used to walk to different ma and pa businesses in the neighborhood to buy our bread or milk, our bologna, our candy, and even our underwear. There was a cottage industry and it was not C-1.

I urge you to deny the zone change just like the Historic Preservation Committee did on December 6th, or at least postpone your decision when the District 1 is represented with a City Council appointed Commissioner. Thank you very much.

Kaiser: Thank you. All right. Moving - please state your name for the record.

Camunez: Pardon?

Kaiser: Please state your name for the record.

Camunez: My name is Sylvia Camunez.

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?

Camunez: I do.

Kaiser: Go ahead.

Camunez: My name is Sylvia Camunez. I am a resident of the South Mesquite neighborhood. I am here today in opposition of the zone change at 541 South Campo from R-3 to C-1. I am past president of Las Esperanzas, a neighborhood association. Las Esperanzas was established by grassroot ladies in their 60s, 70s and 80s. They were tired of the City not paying attention to their neighborhood needs, pitfalls, and demolition of Urban Renewal.

As a friend of mine states, Urban Renewal is still alive and thriving in Las Cruces. During my tenure as president of Las Esperanzas, I was instrumental in collaborating with Lisa Bookin, Senior Planner and Neighborhood Liaison for Community Development, City of Las Cruces. We met with numerous residents of the north and the south Mesquite neighborhoods for approximately seven months many times weekly.

The north did not want historic preservation, the south did. Therefore, the North/South Overlay Plan was established. The Planning and Zoning Board at that time set boundaries for the South Mesquite Overlay Plan which was Old Picacho Avenue to Colorado. It was voted on by P&Z to forward to City Council. In the South Mesquite Overlay Plans some of the protections were historic preservation, architectural zoning types of businesses, what was considered residential and commercial, etc., etc.

Lisa Bookin collaborated professionally and advised Las Esperanzas what was needed to get an overlay as an ordinance. As a group, we voted on boundary zones, review board, cottage industry, not commercial, etc., etc. I asked Lisa why it should become an ordinance. She simply stated, it now becomes the law. Once ordinance was completed by Lisa and Esperanzas, it went to first read resolution, then ordinance. The ordinance was unanimously approved by City Council.

Today, you are making a decision on a comprehensive plan which is a guide, not the law. Please consider your vote as “no” on this zone change as your neighborhood might be next. Thank you.

Kaiser: Thank you. All right. I need folks to raise their hands again because, all right. We're going to go up to the lady in the pink and we will then come this way before we go onto the next row. Please state your name for the record.

Lannert: Josie Lannert.

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?

Lannert: Yes.

Kaiser: Go ahead.

Lannert: My name is Josie Lannert. I live at 315 South Mesquite. I oppose this zone change request. I have lived in my house about 15 years. My home on South Mesquite is historic. I have seen how residential street can turn commercially zoned. I used to visit my grandmother 60 years ago whose house I live in now. Back then even South Mesquite was a dirt road. Mesquite Street was originally residential with just a sprinkling of small business. There was a butcher, a grocery store, and a bakery to name a few.

In 1990, about then there was businesses like Marto's and Sunshine Grocery. Back then customers were mostly local because of the narrow streets and parking challenges. These last 15 years, I have been living in a commercially zoned street. The character of Mesquite Street has changed. These changes I do not want for my neighbors that are around the 541 South Campo property.

Here are some of the examples of the changes I have seen. When pulling into my driveway cars behind me do not let up on their pedal. They forget that I live in a neighborhood and that there's people like children and families around. Traffic of course has increased. Mesquite is on the Camino Real and very special. Even though it is designated, car drivers do not respect Mesquite Street at all times. Cars are parked on both sides of the street making visibility difficult.

Delivery trucks also need to pass and park by. This is similar what would happen on Kansas Street. Entrance to driveways are often blocked. Prior to 15 years ago, it seemed only homes were broken into but now it's small businesses. You've probably seen a trend now where wrought iron fences cover their doors. Any type of business I do not think would be appropriate on Kansas Street. The Mesquite Overlay Zone is approximately eight blocks. It's unique and it's historical. The Mesquite Historic area should remain intact with clear separation between residential homes and businesses. One without rezoning. Thank you.

Kaiser: Thank you. And we're going to stay in the row that she was sitting in and come across. Please state your name for the record.

Dennis: Deborah Dennis.

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?

Dennis: I do.

Kaiser: Go ahead.

Dennis: I've been a resident of Las Cruces for 44 years. I love the Mesilla Valley in large part because of its history and amazing decedents of pioneers who still call this place home. We live in an extraordinary locale where our first neighborhood, the Mesquite original townsite and historic district remains largely intact after 173 years.

I continue to hope that our City's government will recognize what gems there are in our midst. Not only the original townsite, but also the historic Amador Hotel, Pioneer Women's Park, and the Alameda Depot Historic District, and the 1910 Las Cruces Train Depot. What a rich community in which heritage tourism could thrive and be an amazing economic driver.

I often listen to the men of Community Development tell Commissioners, City Council, and the public how hard they work that their decisions must abide by the laws and regulations of the State and City. Yet, these men cherry pick which guidelines and policies to follow. After all, there are six community blueprints, 10 area planning documents including the Mesquite Neighborhood Plan. In addition, to the overarching vision of Elevate Las Cruces.

I'm here this evening to voice my anger and dismay with the Community Development for even presenting the zoning case to you. Thoughtful analysis of the Mesquite Neighborhood Plan reveals numerous arguments against zoning change and many have been identified by speakers before me.

Primarily, it is obvious that the property in question is not adjacent or transitional to a residential area, but in fact is in an area set aside for protection as residential. We all know that once a property is rezoned from residential to commercial it will never go back to being residential. So why would you vote to lose residential property when Natalie Green, who tracks affordable housing for the City, stands in front of City Council and says that Las Cruces lacks more than 1,400 properties needed for affordable housing? Why do you want to continue to degrade the integrity of the original Las Cruces townsite and Mesquite historic district, when Rochelle Miller-Hernandez of Visit Las Cruces recently reported to City Council that in 2022, $8.3 billion, with a B, dollars was generated by direct visitor spending in our State? And further that spending sustained 70,433 jobs.

It does not take a rocket scientist to understand that heritage tourism can

be the economic driver to a truly revitalized downtown Las Cruces. Instead of pinning hopes on a cannabis industry that's already experiencing a shake-out. I urge you to deny this zone change. Thank you.

Kaiser: Thank you. And continuing across in that row. Please come down. Please state your name for the record.

Leyva: Rosemary Leyva.

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?

Leyva: Yes.

Kaiser: Go ahead.

Leyva: Okay. My name is Rosemary Leyva. And I would like to share a little bit of history from my neighborhood to show why we need to keep our neighborhood intact. Everyone here knew their neighbors and in some cases were related to them either by blood or in a religious manner. Everyone helped each other in any way they could. Whether it was taking food to a sick or elderly person or watching out for the kids in the neighborhood.

Many of us attended the same school that our parents and in some cases live in the same homes our grandparents built, adding rooms when necessary as families grew. I'm the fourth generation in my family to live in this area. My great grandfather, Baldasaro Madrid, and my great grandmother, Glada Martinez, lived here in 1876 and raised their family here. He built their home on the land where my home is now. But back then the street was called Convenance Street. Now it's Kansas.

While Baldasaro worked as a farmer, a blacksmith, and did construction. He farmed the land that is now the Citizen's Bank drive-through window section. When he harvested his crops, he gave food to the nuns of the Loretto Convent later known as the Loretto Academy. My grandfather, Ramon, son of Baldasaro also farmed the land and gave food from his harvest to the Franciscans that occupied the former Loretto Academy.

On the corner of Calle el Campo Santo, now called Campo Street, lived his brother. Next to him lived the Diaz Martinez family, owners of the Golden Cross Bakery. To the left of my grandfather, Ramon's home lived John and Doña Juanita Fitch, grandparents to Irene Lewis Oliver and Sylvia Camunez.

The homes on the corner of Campo and Kansas were built on higher land

and no effort was made to level or lower the land due to the results of the flooding of 1875 when the neighborhood and the majority of the City was flooded and destroyed. The neighbors like the Lopez family that lived in the house on the corner of Kansas and Campo had an open driveway that let the Romero family, the Camunez family, and those living in the apartments behind the Lopez house, enter to get into their homes. People could and did take a short cut to the Contreras house by cutting across the Lopez driveway to Lohman which was then a two-way street to get to the Greyhound bus station or to the Golden Cross Bakery.

On the corner of Kansas and San Pedro, there was a little store run by Tomas and Josie Aragon where we could all purchase small items needed such as bread, milk, and of course their candy and sodas. The home where the store was is now being renovated by Faustino Zamor whose parents owned the store and the home attached to it. For bigger food items, we always had Allen Acres of Lohman. On the corner of San Pedro is the home of Eugene Van Patten, a local businessman here in the early years of Las Cruces.

Changes to the neighborhood will soon cause all this history to be forgotten and the close relations that we have with neighbors to unravel. I too am strongly against the change of zoning. Thank you very much.

Kaiser: Thank you. Thank you very much. It looks like our buzzer may not be entirely working so if we cut you off that's why. I'm going to go down back on this side, so the next row. We're going to work our way across. It's the only way my brain can keep this all straight so bear with me. Please state your name for the record.

Hudson: Faith Hudson.

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?

Hudson: Yes. I do.

Kaiser: Go ahead.

Hudson: Thank you, Chair Kaiser and Commissioner Smith for your comments. I'm opposed to the zone change for numerous reasons. None of which have to do with cannabis. Staff argues that the zone change is both in character and compatible with the Mesquite Historic District because Campo Street is dominated by a variety of commercial, office, and retail land uses that buffer the various types of residential housing in the area.

Staff, however, fails to state that the property is within the federal portion of

the South Mesquite Historic District. Instead, they argue that it is adjacent to a burgeoning commercial district and that commercial operations are to be welcomed. But since practical access is on Kansas Street, this proposal actually encroaches into the historic neighborhood and leapfrogs retail commercial onto a very unique residential street.

Staff states the zone change complies with Elevate Las Cruces Goal CL-15 which is to value and protect the historic and cultural properties and sites in the community. Changing the zone fails to protect the historic integrity of this because their structure was built in 1910. Furthermore, the Mesquite Historic District Neighborhood Design Plans states that the block south of Lohman Avenue which is where this property is located, are proposed for residential use with the objective of encouraging new single-family residential infill. The plan also states that this should be able to be accomplished without disrupting the historic fabric of the neighborhood.

Staff argues that one of the goals of the Mesquite Neighborhood Plan is to establish zoning regulations and development standards that take into consideration the commercial residential neighborhood and historic character of the South Mesquite area. I reiterate that 541 South Campo is within the federal portion of the Mesquite Historic District. Heritage tourism should be promoted rather than commercial rezone. Staff never refers to Chapter 40 which is the Historic Preservation ordinance. And that encourages strengthening the City's economy through heritage tourism and real estate for the benefit of residents and tourists through promotion and use of historic buildings and cultural sites. Nor do they refer to Elevate Las Cruces Goal CL-14 which states a viable community is not only attractive to those that live there but also visitors. Therefore, efforts to promote tourism in a community is important to continue to attract visitors and generate positive economic outcomes. The Downtown Master Plan of 2016 states that there's a significant demand for downtown housing which is crucial for economic development and that some of this support must come from adjacent neighborhoods.

According to recent data from redfin.com, 68% of Las Cruces home buyers search to stay within the Las Cruces municipal area. And across the nation 0.14% of home buyers search to move into Las Cruces from outside metros. Providing enough housing continues to be an issue and this property is already a house.

Staff states a zone change is in compliance with thoroughfare plans, however, it is not. Campo Street is designated as a collector roadway. And staff continues to argue the zone change is appropriate because the address is on Campo Street. However, the property is not accessed on Campo thoroughfare. Egress is on Kansas Street. Kansas is a two-way local street and when vehicles are parked on both sides, there's not enough

traveled way, it is less than 14 feet. Also, clear sight triangles are obstructive by fencing and rock walls. Kansas is a local requires 30 feet. Campo is a local collector requires 40 feet. Staff fails to address these traffic issues because they refer to access and frontage on Campo Street only.

Perhaps the most compelling argument against rezoning is Objective 3 of the Mesquite District Neighborhood Plan which states, prevent Las Cruces downtown development and traffic flow imperatives from encroaching on or destroying the Mesquite neighborhood. Thank you.

Kaiser: Thank you. All right. Continuing on down. Do we have anybody? Yes, the gentleman at the very end. Come down. State your name for the record.

Lujan: For the record, my name Antonio Lujan.

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?

Lujan: I do, sir.

Kaiser: Go ahead.

Lujan: Good evening, Mr. Chairman and members of the Commission. I'm here to respectfully stand in opposition to the zoning change. I had the privilege of representing this neighborhood and the downtown area for 10 years in the state legislature. And it was during that time that downtown revitalization started to come alive. And the Mesquite historic neighborhood started to regenerate itself.

And as a student of history and public policy, I know encroachment when I see it. And this is a good example of how encroachment happens in historic neighborhoods and eventually they take over. I am not opposed to microbusinesses. I am not opposed to cannabis. In the legislature I supported the medical use of cannabis and it passed at that time. I would have supported it for recreational use but I was not serving the legislature at the time.

I would just like to say that I remember the trials and tribulations of Urban Renewal and as someone said, it's very much alive and well today. And in difference to the proponents, I do believe that there is a parking problem in that area. And any kind of a business would only exacerbate that. Thank you very much, Mr. Chairman and members of the Commission. Again, respectfully stand in opposition.

Kaiser: Thank you. All right. We're going to go up to the next row. I believe there

was, yes. We're going to go to you, ma'am. Please state your name for the record.

Conrad: My name is Celeste Conrad.

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?

Conrad: Yes. I do.

Kaiser: Go ahead.

Conrad: I would like to oppose the change in zoning from residential to commercial. My family has been a resident of the original townsite, the Mesquite Historical District. And all my life I have witnessed the trials and tribulations of that neighborhood, Urban Renewal, the families that left after World War II and starting now to see glimmers of my neighborhood coming back to life. And something as other speakers have mentioned, this is not a transition or buffer, it is encroachment into much needed residential neighborhoods in the Historic District. So I do oppose this change. Thank you.

Kaiser: Thank you. All right. Sticking in that row, coming across, I think there was the lady in the blue. Yes, come on down.

Aguirre: Hi.

Kaiser: Please state your name for the record.

Aguirre: Stacey Aguirre.

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?

Aguirre: I do.

Kaiser: Go ahead.

Aguirre: Okay. My name is Stacey Aguirre and I'm the Vice-President of Las Esperanzas. We're a nonprofit organization and we've been in existence about 25 years. And we are comprised solely of volunteers and most of our members are residents or property owners in our neighborhoods.

One of our core missions is to facilitate the preservation, renovation, revitalization of the historic properties located in the original townsite of Mesquite Historic District along with the protection of the culture and the diverse community. And everyone has spoken so eloquently I don't think I

need to reiterate everyone's objections. Las Esperanzas opposes the proposed zoning change at 541 South Campo Street from R-3 to C-1. It's in direct conflict with the Mesquite Overlay Neighborhood Plan that was enacted by the City Council in 2007.

And on another note, speaking on behalf of myself. I'm a property owner in the original townsite of Las Cruces. And the original deed of my property goes back to 1888. I was born and raised in that neighborhood. My family has a rich history there.

I'm also concerned as you referred to setting a precedent. I mean, okay. So say this rezoning goes through. This cannabis business fails, then what? You know, is it going to be, are there going to be any restrictions on what type of business is going to follow that? Because there's no going back once it's rezoned.

So again, I just want to state on behalf of Las Esperanzas and on behalf of myself as a property owner, we respectfully oppose this. Okay. Thank you.

Kaiser: Thank you. All right. And the lady sitting in that row at the end. Did you? No. Okay. Please state your name for the record.

Ruprecht: Good evening, Commissioners and Chair. My name is Jo Ruprecht.

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?

Ruprecht: Yes. I do, sir.

Kaiser: Go ahead.

Ruprecht: I want to return to the Historic Preservation Commission meeting and also call your attention to something that hasn't been noted tonight yet. The other speakers have been quite specific and quite eloquent in talking about this as a neighborhood issue. It is something broader than that because the Historic Preservation Commission is not being represented fairly tonight to you as you might have noticed.

The Historic Preservation Specialist himself, Dr. Troy Ainsworth is not in attendance. So he cannot speak to your questions or offer information to you about why he recommended a denial on this. It also is true that the minutes for the Historic Preservation Commission meeting for December 6th are not yet generally available. I had somebody check with me just this afternoon about that. I cannot find those minutes to refer to you and say, here's what was said. Yet, I can tell you based on my experience and my recollection of the discussion but I can't cite you a place in the minutes.

What I can assure you of, again being truthful, is that cannabis was not a major issue. Cannabis was mentioned in terms of having some idea of what the applicant saw as the business potential of this property. But the decision was clearly made on the change from R-3 to C-1. It was not talked about as far as a conditional thing, as far as what type of business it would be. It was strictly off of the idea of changing this property to C-1.

And seeing it as a precedent as your Chair mentioned earlier, for bringing commercial zoning in a spot where in a strip way farther south on Campo. The commercial already exists on the west side of Campo. But this would be encroachment on the east side of Campo. Also, when the applicant or the staff mentions that this is on a collector street, there is no access on that collector street. There will not be access at least in an affordable way because the elevation difference between the roadway and the property itself.

At one point, an earlier homeowner had had access for some kind of deliveries to be brought off of Campo onto the property but that has been walled off for years. And the elevation difference at this point makes it unlikely that someone would afford to bring that back. Instead, all of the access for this property is off of Kansas and makes it difficult to understand how the applicants can say that they already have parking problems. So what the heck, if we increase our parking problems by bringing in a business. Because they're still talking about the other uses that they would have on that street with their property.

Kaiser: I'm sorry to cut you off but that is time.

Ruprecht: Okay. Thank you very much.

Kaiser: Thank you for your comments. All right. Going back up onto the far left-side in her row. Is there anybody else that wishes to speak now? All right, going back to the next row. Anybody? Seeing none. All right. How about, I think the second from the last row. And the last row, All right. Yes, sir. Please come on down. Please state your name for the record.

Dega: Andrew Dega.

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?

Dega: Yes. I do.

Kaiser: Go ahead.

Dega: I have a property that's directly behind this property. And I just don't want what they're saying about the traffic on the road and parking on the road. It's supposed to be a two-lane road and if you park on both sides of the road, you can't get through two lanes. You have to stop back behind the parked cars and try to get through and you've got to wait for the other car. You have to vice versa. I don't see how them having a business where the access is actually going to be way up on Kansas. It's going to be way, not just near the corner, it's going to be almost the middle of the block.

And I have a property right next to it and it's going to be impacting that space. And we just don't want more impact so. We have a lot of impact with Lohman and Campo. And we happen to be in a sweet spot where it's kind of quiet because all those main roads take up most of that traffic. Though, this would change that. And they'll start accessing Kansas and South San Pedro and just because of the access to the property is on Kansas. So they should be applying for Kansas not Campo. Okay. Thank you.

Kaiser: Thank you. All right. I'm going to come to this side of the room. We're going to start in the, work our way to the back. Anyone in the second row? All right. Going into the third row? Fourth row? All right. Fifth row, in the purple, yes. Please state your name for the record.

Chavarria: Yes. My name is Judy Chavarria. I just want to make this very short.

Kaiser: Okay. 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?

Chavarria: I do.

Kaiser: Go ahead.

Chavarria: Okay. I live in the Historic District for the past 50 years and I assume all of you also live in a residential area. How would you like for your residential area to also all of a sudden be changed into a commercial one? That's how I feel. I'm against it.

Kaiser: Thank you. All right. And then going to the next row behind her. And then the last row? All right. I'm going to go ahead and close public comment and come back to the Commission. I'm sorry. Please state your name for the record.

C. Calderon: Crisanta Calderon.

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?

C. Calderon: Yes.

Kaiser: Go ahead.

C. Calderon: I'm in favor. I vote yes because I respect their worries because it's historical. But I also would think better because if they open the barber shop, it's going to be more traffic. It's going to be more traffic that's going to cover their driveway which by vice versa I own kind of a shop. We hardly have any issues with any customers. They come in and they leave like in two minutes. So I would really think about that because if this is not approved, they're going to open their barber shop and there's going to be traffic. So that's going to be an issue right there.

I can assure you there's going to be more security with the cannabis, medical cannabis. They have more cameras. The neighborhood is going to be more secure as well. So I'm in favor. Thank you.

Kaiser: Thank you. All right. Before I close public, we have one more? Come on down. Please state your name for the record.

Hussle: Sylvia Hussle.

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?

Hussle: Yes, sir.

Kaiser: Go ahead.

Hussle: I don't oppose only because I do visit the neighborhood every single day. I don't see any issues with traffic, any issues with parking. And also like they had mentioned if they do open the barber shop, there is going to be traffic problems because of course there's going to be more business than if it were to be a cannabis shop.

There are people that do need cannabis for medical purposes. And I do see that there is a lot of residents there that could probably even, I'm sorry. That can - I lost it. But I do not oppose.

Kaiser: Thank you.

Hussle: Thank you.

Kaiser: All right. Anybody else that wishes to speak that has not already spoken? Yes, ma'am. While she's coming up here can I get a show of hands?

Otherwise, she's going to be the last speaker. All right. You're it. Please state your name for the record.

Guerrero: I'm Valerie Guerrero.

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?

Guerrero: Yes.

Kaiser: Go ahead.

Guerrero: I'm here to approve of what they want to do because coming from a 23-year-old, the cannabis does help me out with a lot of stuff. And what they're trying to do is something that would help out a lot of people that do have medical issues that don't know about cannabis that should really look into it. It really does help a lot of elderly people. It does help out a lot of cancer children that do have cancer.

Going back to the barber stuff. Like I said, I'm a 23-years-old. So a lot of teenagers have their son is 18. There's going to be a lot of teenagers that go by that are going to be waiting to get their fresh haircuts how they say nowadays. And taking up their parking space. It is going to come around. Like I said, there are going to be a lot of teenagers. They don't really think about the historic and the people that do live there that will be taking up the parking lot. So I do agree with them. Doing the cannabis because I am part of the owner of one.

And traffic, they're in and out within two, three minutes. They come in, they get what they're getting and they're out. So they're not going to be there waiting forever. And they won't be smoking in that parking. They will be having security guards, if they will get one. Everything is on videotape so there will be calling cops if something happens. So everything is secure. So I do agree and I do approve. Thank you.

Kaiser: Thank you. All right. Coming back to the Commission. Any final questions? Yes, Commissioner Smith.

Smith: Forgive me for taking up so much of the air in this issue. I know that it's been you know a lengthy discussion. And I know that staff have worked very hard you know on this proposal you know following the guidelines for decision criteria and policies. But I personally just go back to just you know historic life of this neighborhood. And I want to just quickly share a story.

I used to own a business here in town and it was a fitness business. And one of my clients was David Steinborn. May he rest in peace. And we used

to have this debate about the heart of Las Cruces, the center of town. And he used to argue that as Sonoma Ranch developed it would become the center of Las Cruces. And I would disagree and say, as long as downtown, which includes the Mesquite District, had a heartbeat that it would always be the center of Las Cruces.

And you know it was on life support as you all know. I mean the downtown commercial area you know with the plaza, where the Rio Grande Theatre was, it was hurting. But you know as the one woman stated that you know it's like this neighborhood hung in there and they came back. And so, I want to quickly share a second story.

I've lived downtown since I lived here. Move here 25 years ago. My young daughter at that time attended Central Elementary. And back in the mid- to late-90s, they were going to close Central Elementary School. And the families and the parents rallied and we you know fought back that proposal to close Central Elementary School.

The reason why I bring up these two stories is that a City is only as good as the people who live in it. And the people are composed up of the residents in the neighborhood. And the fact that the Mesquite District has this long historic history. There are still residents there that have lived there for 40, 50, 60 years. They're second, third, fourth generations have lived there, that carries a lot and it's a big part of you know the decision process that goes into this. Not just about the nuts and bolts of the criteria, it's also about the people of this City and the people of the Mesquite neighborhood, and I think that's very important.

Kaiser: Okay. Go ahead.

Bennett: I make a motion to approve 9.1.

Murray: Can staff clarify how we're supposed to vote since we have an approval from and a denial over the historic?

Kaiser: So yes, the motion will be in the affirmative and then if you wish to vote "no," you just need to make findings that are different from what staff presented.

Murray: I second.

Baum: Board Member Smith.

Smith: I vote no based on the earlier vote that the Historic Preservation Commission made. I think that it's important that we really listen to the voices in the vote that they made in deciding this.

Baum: Board Member Murray.

Murray: No, based on the Historic Preservation Commission denial and it doesn't fit the neighborhood character.

Baum: Board Member Porter.

Porter: I vote no based on Historic Preservation Commission and not able to you know change it off.

Baum: Board Member Bennett.

Bennett: I vote no based on site survey, conversation today, the Historic Preservation's recommendation of denial and reviewing, this doesn't meet the Mesquite Historic District's Neighborhood Design Plan.

Baum: Chair Kaiser.

Kaiser: No, based on the Historic Preservation Commission's recommendation of denial. And the fact that this zone change is not consistent with the Mesquite Neighborhood Zone.

Baum: Motion denied.

10. NEW BUSINESS

10.2 BP-23-001: A request to approve a neighborhood plan known as the Northrise Blueprint that will address future access and conceptual road alignments on undeveloped land located generally south of Northrise Drive. These vacant properties are situated between Northrise Drive, N. Roadrunner Parkway, Rinconada Boulevard, and the Alameda Arroyo.

Kaiser: All right. We are now moving on if I can find my agenda, to the final item this evening which is under new business. This is item 10.1, a request to approve a neighborhood plan known as the Northrise Blueprint that will address future access and conceptual road alignments. So I will turn it over to staff for a presentation.

Weir: Good evening, Commission. This is David Weir again for you. If I can, the plan before you is known as a Blueprint. It's a planning document that's to address a specific area of the City and specific issue. It's use is one that can have a variety of needs. The slide goes from the resolution that adopted the Blueprint and provided the framework. And so, it's very flexible in how it's used.

The particular Northrise, some of the other things that it can address are on

the second slide. This particular case was something that staff initiated. The property in question was initially, we started to see a variety of people asking to come in and develop it. There was limited access to it. And so, we wanted to get a head of the proposals coming in. We wanted to propose policies that would help the Commission, the City Council and staff whenever someone wanted to develop that property to make sure that we wouldn't create any landlocked parcels and that we could encourage its development.

So the particular property itself is located between Northrise Drive and just a little bit southeast of it. It's east of Roadrunner Parkway. It's, I guess, southwest of Rinconada Boulevard, and roughly north of the Alameda Arroyo. It's the property across the Arroyo from the middle school off of Roadrunner Parkway.

It entails 62 acres. There are multiple property owners in it and it has also multiple zoning. The area is close to the Arroyo are in the A-2, which is a zoning district we no longer, it's a legacy district. It's not in our current Zoning Code so if development takes place, they'll have to amend that. There's R-4 for multifamily development and limited commercial and office. They had equestrian states which is a low density, residential type use.

This slide just kind of gives you a feel for the property itself. It's all vacant. It's all pretty much untouched desert, there are some utilities that run through it and that's the only disturbance that you'll see on that property. Again, this is a topographical map of it. If you were to go out on the property, the area along Northrise is the high point and then there's a drop off. And in some areas a quite steep drop off down to the Arroyo.

Again, this slide reflects the zoning that the previous slide demonstrated. So you can see there are uses anticipated along Northrise but you can also see the limited access to a public street. It's pretty much limited to in this area. This is a slide that shows the existing utilities. There is a large sewer line that runs through it, but there are other utilities are in the area so there wouldn't be that much of an extension to allow the property to develop in that area.

So the Community Development Department hired Sites Southwest to do a blueprint for this area. Through that process, they met with City staff. They met with the State Land Office. They met with property owners. And they came up with a series of goals and actions to facilitate growth in that area. One of the primary ones was to make sure that there was access and that there was a road network to allow all those properties be developed and contribute to the City.

The second goal was that any of those transportation networks address all

modes of transportation whether that's pedestrian, biking, transit, or again vehicle use. The third goal was that in the development of that property, all steps would be taken to make sure that the arroyo is preserved or at least was honored and any development would take place to limit or mitigate any damage to that.

And then basically, as I kind of started the presentation, was that we would make sure that there would be planned development in that area and then the City, any of the property owners would know that there was consideration on making sure that the property would have access and that there could be guidance for them.

This slide reflects the actual layout that Sites Southwest and staff are proposing for that. The heavy green line is what we would propose be constructed as development takes place. An access point to Northrise, an access point to Rinconada, and then an access point to Roadrunner. The dashed green lines are alternatives that could also be looked at. This particular property is owned by the New Mexico State University Foundation and I believe also Northern Arizona University and Arizona University. But there is an opportunity for access through that, it's just maybe a little bit more complicated. These other ways would be a little more feasible. And then a secondary access along the arroyo to Sonoma Ranch.

And so the goals and this schematic layout of the access and road network are really the recommendations of this plan. And so what staff is asking this evening is if the Planning and Zoning Commission could recommend approval of the blueprint. With that recommendation, staff could then take it to the City Council and if they adopt it by resolution that would then become the guiding steps whenever that property came forward, we would make sure that they reviewed this and adhered to the goals of the plan as development goes forward.

Also, noted that all the property owners and the adjacent property owners were invited to participate in this plan. There was an in-person opportunity for the property owners to come in. I think we had three came to the meeting. And then there was also an opportunity for a virtual meeting. But again, the property owners could come forward. At those meetings, everyone was in support of this effort going forward. In fact, one of the property owners had had a zone change that was presented to you roughly the same time as the project started. We also reached out to the middle school principal so that they would have an opportunity to speak about it, the State Land Office which has some property, and all had an opportunity to provide input into the plan.

This is a slide that shows kind of the input that was gleaned from them. A series of questions were asked and they were provided an opportunity to

respond. This evening findings in support of our staff recommendation, staff feels that the Blueprint is complementary to Elevate Las Cruces and the suburban place type. We feel that it will assist owners as they come forward and assuring that they'll have access and the ability to develop their property. And that also if all of the guidelines for the development and approval of a community blueprint.

Your options are your standard options. Vote "yes" and that would recommend approval to the City Council, vote "no," that would deny, and the other one is you could vote "yes" and you can either request modifications to the plan or place any conditions, or if you felt you needed more time to review it you could also table that to a subsequent meeting. So with that I will rest and take any questions that you have. There may be some property owners in the audience that may wish to speak about the plan also.

Kaiser: Okay. Thank you. Any questions from the Commission? Commissioner Smith.

Smith: I just wanted to commend staff on just how clear and concise this Blueprint was. I actually enjoyed reading it.

Weir: Mr. Chair and Commissioner Smith. You can attribute that all to Senior Planner Sara Gonzales and the consultant we hired. They did a really nice job on this plan.

Kaiser: So I have a couple of questions. So I'm curious, because of the arroyo that's there and the flood plain given its significant size, one, I guess I'm curious how, what the expectation would be for those parcels that I guess are southeast of this block that are predominantly in the flood plain. And then you've got I guess the southeastern most parcel which is almost split evenly between the actual channel and then the flood plain on the southeast. How would development sort of progress in that area?

Weir: Mr. Chair. The plan primarily concentrated on the street network but it was also cognizant of the, I guess the restrictions and the limitations those properties would have. The City's policy is generally to keep arroyos as natural as possible, but there is the potential they could engineer a solution to use more of those properties even though the City does not encourage that.

Again, the plan doesn't really address this but Elevate Las Cruces does. It talks about pursuing the transfer of development rights. And so that maybe another option that they could pursue in the future. And I guess another option they could take is if they had property they could look at intensifying a use on the property that they own. Another thing is they could look at

providing open space to the City to maintain that arroyo.

Kaiser: Okay. Yes, because the proposal is to have I guess a cul-de-sac of sorts but it would be for each of these parcels should they develop they are likely going to have interior road networks into themselves, correct?

Weir: Mr. Chairman. That is correct. What we were looking at primarily was to make sure that if someone came in with a development and was going through the subdivision and we would either recommend rezoning or it will be rezoned through the Realize Las Cruces effort. But when the individual building of those parcels take place, they would have to make sure that those roads were built and access provided.

Kaiser: Okay. But then presumably, I mean maybe not every single parcel, but especially the big, I guess T block that's kind of in the middle, it would have additional roads that would need to then connect some form or fashion to the primary proposed roadways?

Weir: Yes. I believe that the way the road was proposed and the cul-de-sac was to make sure that the plan provided a roadway that would access every one of those properties. So there maybe some of those blocks are owned by the same property owner. And so that's why the arrangement is put forward. But if they were to sell that then they would have to provide an interior road off of this, what you see on the schematic plan.

Kaiser: Okay. I guess my only comment on sort of the proposal would be, I think there was discussion somewhere in the document about sort of reducing the number of cul-de-sacs, and yet you know we proposed two of them more or less. So it would be nice if that cul-de-sac, you can go back to the slide that you had the proposal it might be easier for me to explain.

Weir: Okay.

Kaiser: Yes. So the northern most cul-de-sac if that continued all the way across and you actually guaranteed a physical connection to you know kind of running parallel across that boundary. Does that make sense?

Weir: Yes. And I think for once a cul-de-sac might meet those intent they're providing. There's a steep drop off in this area, and so in this instance a cul-de-sac might make sense rather than providing a loop road down, it may be difficult just the elevation change. So this would provide some access into areas. Unfortunately, these lots are pretty much built out and so there's limited access because that would be another way you could treat it is loop a road up this way. But they weren't really in the planning area.

Kaiser: Okay. And continuing it all the way to the east isn't feasible because of

topography or, that was what I was kind of alluding to is why not just continue that, so you at least guarantee you've got one big grid.

Weir: Yes. I'm going to let Ms. Gonzales address that question.

Gonzales: Mr. Chair. To go back to the original question regarding the flood zone area. One of the things that we looked at through Public Works was to say if an engineer can channelize that that is something that could also be addressed. So if they can channelize the arroyo and make it in a way to where it can be engineered properly. There are actually co-roads at the end of Roadrunner that they can actually connect to. Those co-roads would actually go in across, underneath Roadrunner and go to an actual drainage site. So it does give the opportunity but it would cost a lot of money for the engineering of that design. And so that's one opportunity from the flood zone.

Also, it could be whenever there is a property within the flood zone, it does have to have a LOMAR, CLOMAR and actually be brought out in order for the City to allow development to take place. That also takes funding as well as development standards as well. So there's some very different issues with those properties because they are at the lowest point. Being that we go from the 4210 along Northrise down to 4160, there's definitely a grade difference when we walked out there. So you can see that there's definitely going to be a lot of dirt removal, topography issues whenever development comes in. So they may be limited too, and you know and staff is looking at this possibly that residential because there is so much commercial that is around this property that residential maybe that intent. And you may see larger lots. It maybe something that you see in Picacho area where you have a built-out area for the home but the rest stays as natural topography. Some of those are what we are looking at.

As far as the access points going up there. The property that's located in the corner on the northeast side that's Walmart. They have built basically a wall all the way around their property because it's retaining. So in order to get that connection, we have to go directly to the other side in which the consultants proposed to connect. That property that is along the south side of Walmart is the next connection we'd have but it would be going through someone else's property for that roadway.

We are trying to work with Walmart in order to get that connection to go along their property line and possibly through there because after that it then falls into a drainage channel. So there was a lot of issues or constraints that we're working with as far as getting a roadway network.

The planning parcels to look at though is a lot of the property owners only own 2.5 to five acres. So this was primarily, yes, there's cul-de-sacs. And

Planning staff really does not like cul-de-sacs to stop at, but this was just to say, if this parcel gets developed, you have an accessible road to get to. We were trying to just make sure that our last point of egress or ingress is coming in off of Northrise, and if we lose that basically the rest of the properties become landlocked. They don't have any chance of development. So it's putting this into place so that when development comes in, we can say, hey, you've got to work together and build this road out to where you guys all have access.

Kaiser: Thank you for that. And I definitely, I was out there and it's not an easy site for sure. My last comment on the proposed road network. The connection down to north Roadrunner. Is that even feasible? No, the primary one. Because you're basically, I don't think there's anyway you can construct a road outside of the flood plain. And then I guess there's even a parcel that is sitting right there that you would probably be almost entirely building a roadway on it. So the two points are was there any analysis done on the impact to the arroyo? Because I'm pretty sure as you alluded to Elevate Las Cruces is saying sort of the opposite. And there is a parcel there that seems like the roadway would almost entirely eat up that parcel.

Weir: Mr. Chair. I think that parcel is about 50 feet in width and I believe it's owned by the City of Las Cruces. And so, while this would be a secondary access point, it probably wouldn't be built to any industrial or commercial standard. It would be like a local street within that 50-foot right-of-way. But that was analyzed and looked at and a street could be in there to City standards. It would be just like a local type of street.

But it's only loaded on one side and actually this apartment complex is already built out, and so it may not have any access at all. So it would be something that would assist the emergency services getting into that area.

Kaiser: Yes. I mean it almost seems like at that point you'd be looking at that secondary proposed route which in my mind it seems like I would be shooting for that. That is your primary and making what's now the primary the secondary. But I appreciate that.

The last comment I was going to make or I guess two more comments. The trail that currently exists south of the arroyo. It appears that it almost touches the southeastern corner of this block, but yet all of the proposed connections are looked at from a secondary perspective. So I'm just curious why not? Since it's already built. It's right there. It provides connectivity to the rest of the network. Why not make a primary recommendation that that gets connected in some form or fashion?

Weir: Mr. Chair. The only reason I can think of is that all this area out here was outside of the planning area. I think as these parcels come forward for

development, we would encourage the extension of that. I think we were just looking at logical connections from this area here that tied right into the school property.

Kaiser: Yes. And that's what I'm referring to. So where we have the secondary connections, why not make one of those a primary because in my mind the way that you described it the primary is kind of that's what you're aiming for and then everything else is kind of like a Plan B. But my comment would be why not make that physical connection to access the school and that trail a Plan A.

Weir: Mr. Chair. I think it was just the difficulty of making a permanent improvement crossing the channel. I think if you come down this way, you can connect right to it and you already have an arroyo crossing that I think some of it played into the cost. I know there was one consideration of making another entrance way this way, but when we talked with the property owners and engineering department, or Public Works, it was very cost prohibitive. Just the whole length of it and then building in a flood plain. And so, my guess is that's was primarily it. Do you recall?

Gonzales: Mr. Chair and Commission. Some of the other aspects that we had to look at especially from the trail system. We were also trying to get to where you could get onto Sonoma Ranch or Roadrunner through, there is actually a bus turnaround, that was one of the options. It became cost prohibitive because then someone would actually have to build a bridge over the arroyo to not disturb that area because that is the primary flow of water.

Some of the trail systems would have to be elevated some of them. Right now, the way the trail system works is because they're naturally created. As you get development that are coming in some of that trail system is going to be disturbed or changed or evaluated in a different way. Some of the primaries that were given were the best opportunities from property owners or easements that we could possibly get to get road access or some kind of access points to the property.

The secondaries were given because like the property that is owned by NMSU is actually up for sale right now. And so, unless there's someone that's going to invest in that then we can work with them coming forward, that's why it became a secondary. So some of the properties we're working with on the outside border make it very different. And then the arroyo makes it very cost prohibitive for some of the options to actually take place.

Kaiser: Okay. Thank you. And then my last comment. In the document there's reference to the development. Let me see if I can quickly find it. It was the cross section from the Development Code. I guess my only modification would be to scratch that particular figure because the Development Code is

under review and I think having the illustrative example is probably better to communicate the intent and goals rather than to have an archaic cross section that we would prefer not to have. So I don't know if that's a correction we can make tonight.

Weir: Mr. Chair. That was something that we were going to just do it at staff level. We were going to go back to the consultant and ask if they could provide a different cross section. We were going to do that between your recommendation and going to City Council so.

Kaiser: Okay. And I'm on record so, and you are too, so that does that presentation.

Gonzales: Mr. Chair. There wasn't really a great graphic. But the roadway was too large to expect property owners for these properties to actually go and put that expense into there. And so working with Fire Department, they were looking for a collector roadway that it actually attaches to your arterial roadways through this development. So finding something that's 85 feet. We had to go back to what our code currently has until we can get that new design done. And it maybe something we want to reference Realize as part of our process. However, we don't know when that time gets adopted. So we need something in place to say, this is what we expect the road to somewhat look like by providing all modes of transportation.

Kaiser: Yes. But conceptually though, I mean …

Weir: Mr. Chair. What I would recommend is that you say that we can pretty up the picture we have now. And then I would say or a future adopted cross section by the City that would still meet those needs.

Kaiser: Yes. I mean at a minimum I think this should follow whatever the current standard is. I mean this road is not getting constructed next year.

Weir: Yes. The graphic that you have is a current standard. And so, but I think I would recommend that you make that a condition that you provide the plan, the ability to, or a future cross section adopted by the City to meet those needs. And that way we can capture what we're working on with Realize Las Cruces or the update of the Land Development Codes.

Kaiser: Okay. Because I thought there was also another graphic in here from Elevate. Am I incorrect in that?

Gonzales: You are correct, Mr. Chair. There is the standard but it doesn't provide the actual dimensions or cross section. It was a picture that came out of Elevate Las Cruces showing that they were trying to create complete streets. And so it's just a guide. It doesn't actually have dimensions. This provides dimensions so that way when a builder comes in or a developer comes in,

we can say, this is what the road should have because you're trying to meet all of these modes of transportation, that's what we were going for. So it's more defined as opposed to where it shows just in Elevate that's a cross section that meets all modes but it doesn't define it.

Kaiser: Okay. I mean I guess other blueprints didn't define the road cross sections. Like the Apodaca one had just the conceptual. This is the vision. These are the goals. I don't understand why we would treat this differently.

Weir: Mr. Chair. And Sara can help me on this. I think that was at the request of the Fire Department. They wanted to say at minimum you'll do this. And it wasn't that it precluded some other cross section. But they wanted some confidence. There was quite a discussion about how they would service this area and what type of roadways that they wanted.

Gonzales: Mr. Chair. That was correct. The Fire Department reviewed it because we did have all staff review the plan as well being that they would have to implement it and use it whenever we go forward. The major concern was that we needed some type of collector roadway to attach to and what was that going to look like.

And so, they wanted to ensure that they were going to have enough lanes if they had to go through a different site, if there was only the access points what would these roadways be used in order for them to access any of the properties. Because if you look at the roadways, if you only get the one off of Northrise and Roadrunner then you put a longer length onto the extended roadway that's going towards the east side. So they need to make sure that there's enough clearance in order for them to get in and then traffic can still move.

Kaiser: Okay. Well, I'll craft my condition to propose while we work through this. I appreciate all the conversation.

Weir: Mr. Chair. If you would like to go to a more conceptual discussion or description of that, I mean that's definitely within your authority as the P&Z of what you want to recommend to City Council.

Kaiser: Okay. Thank you. All right. Any other questions from Commission? Comments? All right. I will go to the public. Is there anybody here tonight who wishes to speak on this item? I see one gentleman here. You want to come forward. If could state your name for the record.

Lopez: Isidro Lopez.

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?

Lopez: I do.

Kaiser: I'll give you three minutes. Go ahead.

Lopez: Okay. I own 2.5 acres in the middle of that conglomerate. And Dr. Lowe owns another 2.5 a little further down. He's more into the arroyo. So I was telling him, I'm an engineer. So what I was telling him is to get some *(inaudible)* on the south side and the west side so that we can sort of bring it direct to the arroyo in some extent, you know. And so that was our thought that, and the other thing about it is that my idea which is a concept is to do a RV park. And it's under you know small housing. You could say it's whatever, R-3, R-2, you know. But it's still not on concrete.

But and then the roads. I'm glad that we have a one to the east, one to the west and one to the north. It's a perfect thing. And the slope, if you really look at it, you're looking at less than a 5% grade, you know. It would probably be more like a 2.5% grade, but you have some engineering done before you know it can determine exactly what it is. You know, so my thought was is to maybe in the next couple of years just to do a study for an RV park and then do a study for the road, you know. So that's my idea.

So you want any, I think I talked to you, didn't I? Yes. And so, if you want any information, we can work together and maybe put something together you know and get it done, you know. But it will be including everybody that's there, you know. I know that Mrs. Lacky has some property there. I know that me and Dr. Lowe and a couple of other guys, we have property in that area so we're willing to work together to get it done.

So I think the best thing right now is to get a preliminary engineer study and then go from there. You know, so we can do that. What's your name again?

Gonzales: My name is Sara.

Lopez: Sara.

Gonzales: Yes.

Lopez: Yes. Okay. And I can talk to Sara and see what we can do.

Gonzales: Works for us.

Lopez: I thank you.

Kaiser: Thank you very much. Anybody else who wishes to speak on this item this evening? All right. Seeing none. I will come back to the Commission. All

right so I'm going to throw out a condition and hopefully someone agrees with me and wants to make it part of the motion. But my condition would be all roads shall be developed as complete streets consistent with the Active Transportation Plan and in accordance with the current development standards. And that would take the place of the figure on page 21.

Porter: I'll second.

Kaiser: I need a motion first. Yes. Here I can give you my piece of paper.

Murray: I make a motion to approve what is it, 9.3 with conditions that …

Kaiser: This is 10.1.

Murray: 10.1. My bad. With conditions that the proposed plan is built with complete streets.

Kaiser: Can I just make the motion? Is that not a thing? Okay. So we will do a motion for approval and before it seconds, okay. So I need a motion to approve and we'll do a second. And then I will amend it with my condition. Does that work for everybody?

Murray: I make a motion to approve 10.1.

Smith: I'll second.

Kaiser: And I'll make a motion to amend to approve item 10.1 with the condition that all roads shall be developed as complete streets consistent with the Active Transportation Plan and in accordance with the current development standards. And this would take the place of the figure on page 21.

Bennett: I'll second.

Baum: Okay. Board Member Smith.

Smith: Yes, based on staff recommendation.

Baum: Board Member Murray.

Murray: Yes, based staff recommendation.

Baum: Board Member Porter.

Porter: Yes, based on staff recommendations, Elevate Las Cruces and also with *(inaudible)* in that area, I believe it's going to be a plus to our City.

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.

Kaiser: All right. So now we're voting on the original motions to approve. I'm sorry. I messed this whole thing up, all on my own, to have complete streets.

Baum: Board Member Smith.

Smith: I vote yes, based on Commissioner Kaiser's approval.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Both motions passed.

Kaiser: We're ending 2023 on a very strong note. That does it for new business this evening.

11. STAFF ANNOUNCEMENTS

Kaiser: Are there any staff announcements to take us into the new year?

Gonzales: There are no additional staff announcements. We do appreciate that everybody did attend this evening just to get these cases through these processes. I understand it is December and it's holidays so we appreciate your time.

Kaiser: All right. Sounds good. I appreciate everything that staff has done this year and glad we have new members of the Commission so that's been exciting.

Bennett: And we're so happy you're back, Sara.

Kaiser: And we're looking forward to 2024.

12. ADJOURNMENT (7:52)

Kaiser: So with that can I have a motion to adjourn?

Bennett: I make a motion to adjourn.

Smith: I second.

Kaiser: All in favor?

MOTION PASSES UNANIMOUSLY.

Kaiser: Adjourned. Thank you all. Happy holidays. Happy New Year. We'll see you in January.

_____

Chairperson

ATTACHMENT "D"

Planning & Zoning Commission

My name is Rosemary Leyva. I live in the same neighborhood where my family has resided since the early days of Las Cruces and they would be as horrified as I am to the idea of having a Cannabis store open next to our home. As a single woman, I have concerns for my safety and that of my neighbors from high crime occurring in our neighborhood from a variety of groups. A Cannabis store will bring in even more people into the neighborhood. I strongly oppose this rezoning request.

A Zoning change from R-3 residential to C-1 will cause:

- Kansas Street is too narrow for off street parking, so when cars do park on the street, it becomes even more narrow, and emergency vehicles will have a more difficult getting through. (See photographs included.)
- When there is an accident on Lohman, traffic must then use Kansas to traverse to the next available exit street, Mesquite making it dangerous and difficult for residents to enter or exit their own properties or continue walking as not every section of Kansas has sidewalks.
- The hours of operation of a Cannabis store will show a lack of respect, safety for our elderly neighbors.
- Children/ students traveling to and from school that use the city bus system will be required to get the bus in the front of the proposed cannabis store, that is not safe for them or for the elderly, bus riders because we have a variety of groups camped there, and others yelling at people walking the street in the area.
- Will this rezoning contribute to graffiti artists tagging the area?
- This area is considered a “Spot Zone”. In the planning field it is a negative attribute to allow spot zoning. How can you now allow spot zoning?
- I do not feel there is any transparency in the Planning and Zoning Department. I asked Mr. Castillo directly what type of commercial

would be placed in my neighborhood and he was very reluctant to say it would be a Cannabis store.

- In the current R-3 zoning high density, the owner should consider a duplex office use for an attorney or an accountant office or even an Airbnb or continue to let different family members use the 2 sections of the house or rent them as they have in the past.
- City should not consider this as retail properties with C-1 zone to use.
- Property Values to depreciate. I do not believe any of the property owners, myself included can afford this.

In closing, I ask you to please respect our Historical District, our safety, our health and our values and welfare of the citizens in this zone.

Sincerely,

Rosemary Leyva

324 E. Kansas Ave



When cars are parked on both sides of Kansas there is only room for 1 car to turn from Campo on to Kansas and a car trying to turn on to Campo must wait for the first car to turn or vice a versa. Emergency vehicle would have to slow down and wait for the first car there to move out the way, slowing down the time it would take the emergency vehicle to reach its destination.

My home is located about 2 car lengths further up the street from the first white vehicle.



Only one car can pass when there are cars parked on both sides of the street of Kansas crossing San Pedro Street.

My home is where the blue CRV is parked, directly across the street from 541 Campo St.

Response to Planning and Zoning Commission 12/19/2023

Case 23Z00500120: Rezoning at 541 S. Campo Street

Sirs:

As Chairperson of the HPC I am very concerned of the misconceptions that appear in your recommendations for the zoning change at 541 S. Campo Street. It is the role of the Historic Preservation Commission to review and fairly assess the facts as presented in the December 9th Commission meeting. We have reviewed the summary of the case and have several concerns.

As Chair I would like to add that: the Historic Preservation Commission was formally codified by the City of Las Cruces concurrent to the adoption of the Historic Preservation Ordinance. This commission reviews proposed changes or alterations to historic properties and recommends appropriate restoration or rehabilitation techniques. The Historic Preservation Commission serves as a design review board to assist in maintaining the character of the distinct historic districts in the city. (Elevate Las Cruces page 210).

Section: Historic Preservation Commission

2nd paragraph- there are 5 members on the Commission, you note that three Commissioners were absent- by stating that there are 7 members it lessen the importance of the vote made by 4 of the 5 Commissioners (one member was sick and could not attend)

Staff Comments: your review notes: No reviewing department had any negative comments nor have any reviewers objected to the proposed rezoning. I would suggest you look at the presentation and recommendation made by Dr. Troy Answorth- Historic Preservation Specialist who is a City Staff.

Materials presented by Troy Ainsworth- Historic Preservation Specialist- to the Commission on November 6, 2023:

STAFF RECOMMENDATION

Community Development Department staff reviewed the proposed zone change request and recommended **TO DENY** this zone change request based on the following findings of fact:

- The proposed zone change request is at variance to the land-use intent for residential zones as outlined in the *Mesquite Historic District Neighborhood Design Plan*.

- The proposed zone change from residential to commercial entails a greater intensity of use and requires that the existing residence adhere to commercial building code rather than residential code; and.
- The proposed zone change is requested without accompanying plans or drawings which show the type and extent of any potential alterations to the existing building or the site.

After public comment, comment from the property owners and the presentation by Dr. Ainsworth, Dr. Paul Deason made a motion to accept the rezoning of 541 S. Campo Street. A vote of **0-4-0** was taken- the motion for rezoning was denied by the HPC.

The concern of the HPC is that P & Z is not viewing this property as part of the Historic District, but rather as one adjacent to a burgeoning commercial district along Campo and Loman/Amador Using this reasoning rezoning of the Campo St. property would follow the Elevate Las Cruces Plan development. This is an interesting but flawed way of looking at properties in the Nationally recognized historic district.

We request that P & Z respect the decision made by the HPC during the December 9th meeting and make the needed corrections to your staff report in terms of the number of Commissioners and that a City staff member (Dr. Ainsworth) provided materials to vote against the rezone.

The HPC asks that P & Z staff take another look at their key points and consider the potential for a different interpretation:

NEIGHBORHOOD CHARACTER AND COMPATIBILITY: Staff argues that the zone change from residential to commercial is both in character and compatible with the Mesquite Historic District because Campo Street is dominated by a variety of commercial, office, and retail land uses that buffer the various types of residential housing in the area.

Response: City staff fails to understand that the subject property is in a historic district; instead, they argue that it is ADJACENT to a burgeoning commercial district and that commercial operation was to be welcomed. But since egress is on Kansas this is an encroachment into the historic neighborhood NOT an extension of the commercial district.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.

Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.

Response: There currently is no egress to the property on Campo, it is on Kansas which is a local street. At an earlier time, the property appears to have had a driveway onto South Campo Street, but that vehicular access has subsequently been blocked off by a stone wall.

Goal CE-4: Complete neighborhoods - Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.

Response: The Mesquite Historic District does not need developing, it is already a complete neighborhood that already includes recreational, commercial, employment and civic uses

Policy CE-4.2: Incorporate employment and shopping nodes into new and redeveloping neighborhoods that incorporate a wide range of recreational, commercial, and civic uses.

Response: The subject property is already in a developed neighborhood and within a Historic District; it should not be considered an extension of a commercial district.

Community Prosperity

Policy CP-4.2 - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.

Response: the property is in an existing Nationally recognized Historic District. The findings argue that it is ADJACENT to a burgeoning commercial district. Changing the zoning on this property does not increase the growth of business overall in LC and make it more competitive but it does change the character of the historic district.

Community Livability:

Goal CL-15: Historic and Cultural Values – Value and protect the historic and cultural properties and sites in the community.

Response: Changing the zoning to commercial does not protect the historic integrity of this structure which is listed as “contributing”, built in 1910 or the integrity of the existing District. . Per the ***Mesquite Historic District Neighborhood Design Plan*** (May 2007),Proposed Land Uses (page 21), the portion of the overlay district in the blocks south of Lohman Avenue are proposed for residential use. The objective of encouraging new, single-family residential infill in the zones designated for residential use “should be able to be accomplished without disrupting the historic fabric of the neighborhood” (page 20).

Policy CL-15.2 - Provide resources to improve and maintain historic properties.

> **Response:** changing the zoning from Residential to Commercial will not provide resources to maintain the property's historic status.

Action CL-15.2.2 - Provide incentives to those interested in rehabilitating historic buildings including property tax relief, revolving loan funds, low-interest loans, and waivers to standards that may impede rehabilitation, preservation, or reuse of historic properties.

> **Response:** this portion of the overlay district in the blocks south of Lohman Avenue are proposed for residential use. Rezoning will not provide incentives listed above.

MESQUITE HISTORIC DISTRICT NEIGHBORHOOD PLAN AND DESIGN PLAN

Mesquite Neighborhood Plan:

Objective 3 (South Mesquite): Establish zoning regulations and development standards that take into consideration the commercial/residential neighborhood and historic character of the South Mesquite Area.

Policy 4 – Establish provisions that will allow businesses to have greater flexibility for on-street parking.

> **Response**: their appears to be confusion on on-street parking and traffic issues. Rezoning will create a domino effect, traffic patterns on Campo not Kansas needs to be considered.

Objective 5 (North and South Mesquite): Improve the overall look and feel of the area as a means of maintaining and preserving the Mesquite neighborhood's visual character.

> **Response**: In addition to retail, the applicant plans to grow marijuana. Security fences or other security measures will change the visual character of this portion of the Mesquite Historic District.

Objective 8 (North and South Mesquite): Encourage the development of a streetscape that enhances the unique character of the Mesquite Neighborhood Plan boundaries, while providing a safe and pedestrian friendly environment.

> **Response**: zone change will not enhance the streetscape or unique character of the Mesquite Neighborhood Plan.

MESQUITE HISTORIC DISTRICT DESIGN PLAN:

Land Use: Objective 1 - Encourage more small-scale commercial businesses to locate within walking distance of Mesquite residents. Objective 2 – Facilitate development of more businesses that cater to other segments of the City of Las Cruces (SFI).

Funding and Implementation: Objective 1 – Implement the strategies in this document. Strategies 1 – Utilize the adopted overlay zoning district ordinance to improve the neighborhood.

> **Staff recommendations**: the rezone of the property from R-3 to C-1 is not out of context with the *Mesquite Neighborhood Plan* and the *Mesquite Neighborhood District Design Plan.*
>
> **Response:** refer back to the recommendations by the Historic Preservation Specialist: :the proposed zone change request is at variance to the land-use intent for residential zones as outlined in the Mesquite Historic District Neighborhood Design Plan; the proposed zone change from residential to commercial entails a greater intensity of use and requires that the existing residence adhere to commercial building code rather than residential code.

COMPLIANCE WITH THOROUGHFARE PLANS

Campo Street is designated as a collector roadway by both the Elevate Las Cruces Future Thoroughfare Map and the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Plan. These types of roadways are designed to support the proposed zoning designation and any potential future development.

> **Response**: staff continues to argue that the zone change is appropriate because the address is on Campo St. The property is NOT accessed on a thoroughfare; egress is on Kansas. Kansas is a two-way local street and if vehicles are parked on both sides there is not enough travel way, only about 16 feet left.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE

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.

> **Response**: Criteria for decisions A, B, C, D and E) a zone change will make the Campo St property an outlier to the existing District. The remaining portion of Kansas remains residential; phasing along this street is completed with a mixed use. Rezoning to commercial would conflict with sign code, design standards. What consideration has been made to possible health risk with a zone change- is there a health hazard with the growing of Cannabis? What is the impact of high-moisture and high-temperature conditions required for growth of Cannabis of the stuccoed adobe? Rezoning of the property will

create a spot zone- commercial is across the street on Campo but access is on Kansas.

DEVELOPMENT STANDARDS

Site Compliance for uses under current zoning; site suitability for uses under proposed zoning.

Response: the property is a contributing resource within the National Reister District and is within the Original Townsite. The neighborhood has a mix of residential and limited commercial land uses. Changing the zone from residential to commercial will not enhance an established neighborhood.

Adequacy of Public Facilities and Services- property has current city water, gas and sewer; Campo Street provides adequate paved access, sidewalks and lighting adjacent to the subject property.

Response: the property is NOT accessed on a thoroughfare; egress is on Kansas. Kansas is a two-way local street and if vehicles are parked on both sides there is not enough travel way, only about 16 feet left.

STAFF COMMENTS

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

Response: please note the vote made by the HPC who reviewed the proposed rezoning; also see above the issue raised by the Historic Preservation Specialist.

The HPC would also ask that P & Z staff considered the additional sections in **Elevate Las Cruces** that are applicable to a zone change request:

Future development proposals should be assessed by the City in relation to their appropriateness with the applicable place type depicted on the Future Development Map. In addition, consideration must be given to the compatibility of a proposed development with pre-existing and proximate land uses in terms of scale, form, aesthetics, site design, trip generation, and environmental/operational impacts (i.e. light, noise, odors, hours of operation, etc.)(pg 30).

Response: the property is within a recognized Historic District. The proposed zone change request is at variance to the land-use intent for residential zones as outlined in the *Mesquite Historic District Neighborhood Design Plan;* the proposed zone change from residential to commercial entails a greater intensity of use and requires that the existing residence adhere to commercial building

code rather than residential code. The neighborhood is currently recognized by its form, aesthetics, site design and a mixed economy. There is no apparent benefit for changing the property from residential to commercial.

The Elevate Las Cruces Future Development Program acknowledges that the application of preferred future growth patterns must be calibrated to account for the unique character of various city corridors, districts, and neighborhoods. These "Areas of Special Consideration" are referenced on page 58 and highlighted on Map 1.3 (pages 60, 61). Rezoning of the Campo Property does not account for the unique character of this historic district.

POLICY CL-1.1: engage in planning processes that enable neighborhoods to define their distinct identities and needs. The existing Mesquite Historic District is a reflection of the citizens to define their distinct identity and needs. Rezoning of the property from residential to commercial would not enhance the sense of neighborhood- the existing neighborhood is a mix of commercial and residential; rezoning the property would create Campo Street to become an outlier of the district and would encourage further deterioration of a functioning neighborhood.

GOAL CL-15: HISTORIC & CULTURAL VALUES: *Value and protect the historic and cultural properties and sites in the community.* Challenges and threats to historic buildings exist that must be mitigated, including incompatible infill development adjacent to or near historic districts and demolitions that create vacant lots. Again, we believe that the rezoning action is not compatible with the state Goal CL15.

GOAL CL-16: COMMUNITY ENGAGEMENT :*involve the community in historic preservation efforts. Based on Community attendance and comments received by P & Z and by the HPC- there is community engagement to maintain the Historic neighborhood as is. Rezoning from residential to commercial does not reflect the existing neighborhood response.*

CLG Status (Certified Local Government)- The CLG PROGRAM provides support to New Mexico communities in developing and maintaining local historic preservation programs in a manner consistent with state and federal laws and regulations. The City of Las Cruces applied and was accepted into the program in 2021: We welcome the City of Las Cruces, New Mexico as a local partner in the Federal Preservation Program and look forward to working with them to preserve what makes their community special and significant." (Letter from the State Historic Preservation Office). Through various grants, the New Mexico State Historic Preservation Office offers CLG grants for updating and maintaining historic districts and resources. The protection of the Mesquite

Historic District is one of the key elements in the granting of CLG Status. The HPC does not agree that there is a need to rezone the Campo property from residential to commercial. The rezoning will not enhance the existing Historic District, will create an outlier effect, and will continue future erosion of the district boundaries and identification.

What is needed is to maintain compliance with the Elevate Las Cruces Comprehensive Plan, with State and National Historic Guidelines and the needs of an existing neighborhood. It is the decision of the HPC Commission (see the minutes from the December 9th Commission meeting) that rezoning of the property at 541 S. Campo Street will not enhance the existing neighborhood and will create issues related to traffic, safety, and erosion to the historic character of the neighborhood. The Mesquite Neighborhood is one of the oldest neighborhoods in the City. The Commissions stand is that the requested zone change will begin the sense of an existing mixed neighborhood that meets the needs of the residence and the City.

As outlined in Chapter 40

Section 40-02: Declaration of Policy and Intent: The City of Las Cruces ("City") declares as a matter of public policy that the protection, preservation, maintenance, care, and use of h cultural properties is a public necessity conducive to the general welfare of the people and beneficial to the furtherance of the community's economic prosperity and quality of life. Keys points to keep in mind:: the enhancement and fostering of civic pride in the aesthetics and history of the built environment and in the accomplishments of earlier inhabitants in the area that became Las Cruces; the strengthening of the City's economy through heritage tourism and real estate for the benefit of residents and tourists through promotion and use of cultural properties; and the protection, enhancement, and perpetuation of of cultural properties which represent or reflect distinctive and important aspects and eras of human habitation and activity in Las Cruces;. A key point within the responsibilities of the Commission: Advise the Mayor and City Council on any proposed public alterations which may impact the exterior appearance of cultural properties and historic districts to avoid any potential adverse effects. The HPC reviewed the rezoning proposal and determined that the rezoning was not within the parameters of the existing Historic District (see conditions above).

Please consider the points made. We believe it would be appropriate to postpone any decision any the errors noted above are corrected and addressed.

Thank you for your consideration.



Judy Berryman
Chair Historic Preservation Commission (HPC)

The staff packet for the zone change at 541 S. Campo St. (Case 23Z00500120) contains a false statement implying that no City reviewing department or reviewers had any negative comments or objections. However, Dr. Ainsworth, the Historic Preservation Specialist, recommended denial of the zone change in his staff report to the Historic Preservation Commission (HPC) on December 6, 2023 . There are currently only 5 members seated on the HPC. Staff notations that three Commissioners were absent lessens the weight of the unanimous vote made by 4 present Commissioners to deny this application for cause.

While staff has presented some factual arguments in favor of the zone change, there are at least as many factual criteria that are unmet. Staff presents the case as completely concordant with City Comprehensive Plans, and yet as detailed below, the proposal can be seen at odds with each plan, policy, and overlay as applied to the South Mesquite Historic District.

I am opposed to the zone change at 541 S. Campo from R3 to C1 for the following reasons. I have used the City Staff recommendations and have added my dissenting facts in blue.

ZONING DECISION CRITERIA AND POLICIES – this is according to City of Las Cruces Staff with whom I disagree.

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	~~Yes~~ NO
Elevate Las Cruces Comprehensive Plan	~~Yes~~ NO
Thoroughfare Plans	~~Yes~~ NO
Purpose and Intent of the Code: Section 38-2	~~Yes~~ NO
Criteria for Decisions: Section 2-382	~~Yes~~ NO
Mesquite Neighborhood Plan and Design Plan	~~Yes~~ NO

NEIGHBORHOOD CHARACTER AND COMPATIBILITY: Staff argues that this is both in character and compatible with the Mesquite Historic District because Campo Street is dominated by a variety of commercial, office, and retail land uses that buffer the various types of residential housing in the area. City staff fails to understand that the property is in the Federal historic district; instead, they argue that it is ADJACENT to a burgeoning commercial district and that commercial operations are to be welcomed. But since practical access is on Kansas St. this is proposal encroaches into the historic neighborhood, and leapfrogs retail commercial use onto a uniquely residential street.

ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
Community Environment:
Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors. Access to the 541 S. Campo property is actually on the 300 block of Kansas St. which is NOT a key corridor.
Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts. There is pedestrian ingress to the property on Campo St., but vehicular access is on Kansas St. which is a local street.
Goal CE-4: Complete neighborhoods - Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses. The Mesquite Historic District is already a complete neighborhood that readily included recreational, commercial, employment and civic uses! The entire northern half of this block along the thoroughfares is already commercial. The five remaining homes have their backs turned to buffer them from commerce.

Policy CE-4.2: Incorporate employment and shopping nodes into new and redeveloping neighborhoods that incorporate a wide range of recreational, commercial, and civic uses. City staff fails to understand that the property is in the Federal portion of the South Mesquite Historic District; since egress is on Kansas St. this is an isolated encroachment into the historic neighborhood NOT a natural phased extension of the commercial district.

Community Prosperity

Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities. There are a total of 56 Cannabis stores in Las Cruces as of September 24, 2023. According to a report from the Cannabis Control Division, the city of Las Cruces made $2,062,544.69 in April 2022, but only made $1,667,166.67 in June 2022. A report in July 2022, showed the city's recreational sales decreased by $395,378 in the past two months. As dispensaries continue to close, this proposal does not retain, expand, or diversify the marketplace.

Policy CP-4.2 - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students. Again, City staff fails to understand that the property is in the historic district; instead, they argue that it is ADJACENT to a burgeoning commercial district. Changing the zoning on this property does not increase the growth of business overall in LC and make it more competitive but it does change the character of the historic district with the loss of another historic house.

Community Livability:

Goal CL-15: Historic and Cultural Values – Value and protect the historic and cultural properties and sites in the community. Changing the zoning to commercial does not protect the historic integrity of this structure which is listed as "contributing", built in 1910. Per the Mesquite Historic District Neighborhood Design Plan (May 2007),Proposed Land Uses (page 21), the portion of the overlay district in the blocks south of Lohman Avenue are proposed for residential use. The objective of encouraging new, single-family residential infill in the zones designated for residential use "should be able to be accomplished without disrupting the historic fabric of the neighborhood" (page 20). High-moisture, high-temperature conditions needed for growing cannabis can have a detrimental effect to original structure is a stuccoed adobe.

Policy CL-15.2 - Provide resources to improve and maintain historic properties. Keep it zoned R3 so that resources can be provided to maintain the property's historic status.

Action CL-15.2.2 - Provide incentives to those interested in rehabilitating historic buildings including property tax relief, revolving loan funds, low-interest loans, and waivers to standards that may impede rehabilitation, preservation, or reuse of historic properties. Again, this portion of the overlay district in the blocks south of Lohman Avenue are proposed for residential use. The objective should be to encourage new, single-family residential infill in the zones designated for residential use. This property should remain as a residence, there is a shortage of housing in LC.

MESQUITE HISTORIC DISTRICT NEIGHBORHOOD PLAN AND DESIGN PLAN: this is according to City of Las Cruces Staff with whom I disagree.

Mesquite Neighborhood Plan:

Objective 3 (South Mesquite): Establish zoning regulations and development standards that take into consideration the commercial/residential neighborhood and historic character of the South Mesquite Area. 541 S Campo is within the Federal portion of the Mesquite Historic District, staff does not mention this since their focus is on the commercial side of Campo. Heritage tourism should be promoted rather than a commercial rezone. Staff never referred to Chapter 40 – Historic Preservation Ordinance which states "strengthening of the City's economy through heritage tourism and real estate for the benefit of residents and tourists through promotion and use of historic buildings and cultural sites" (Section 40-02:

Declaration of Policy and Intent, pg. 7). Staff also does not refer to this portion of Elevate Las Cruces: "A livable community is not only attractive to those that live there, but also to visitors. Therefore, efforts to promote tourism in a community are important to continue to attract visitors and generate positive economic outcomes" (GOAL CL-14: TOURISM, pg. 208)

Policy 4 – Establish provisions that will allow businesses to have greater flexibility for on-street parking. Kansas is a narrow two-way local street and when vehicles are parked on both sides there is not sufficient traveled way, less than 14 feet left. Also, there are no clear site triangles. Kansas as a Local requires 30 feet and Campo as a Local Collector 40 feet. The rock walls and fencing obstruct the sight lines for turning traffic. City staff fail to address this by selectively referring to "frontage" on Campo St.!

Objective 5 (North and South Mesquite): Improve the overall look and feel of the area as a means of maintaining and preserving the Mesquite neighborhood's visual character. The proposed zone change is requested without accompanying plans or drawings to show the type and extent of any potential alterations to the existing building or the site, so I question whether the visual character will be maintained. Since applicant also plans to grow marijuana, security fences will change the visual character of this portion of the Mesquite Historic District. Chain link or square wire fencing is prohibited within the South Mesquite Historic District except if used in a small area that cannot be viewed from a public street [Section 38-49.2. – the South Mesquite Overlay District (SMO) pg. 25].

Objective 8 (North and South Mesquite): Encourage the development of a streetscape that enhances the unique character of the Mesquite Neighborhood Plan boundaries, while providing a safe and pedestrian friendly environment. Again, without plans or drawings to show the type and extent of any potential alterations to the existing building or the site, will the visual character of the residential neighborhood be maintained? When parking on both sides of Kansas St. restricts to 14 feet for 2-way traffic the street becomes unsafe for bikes, pedestrians, clients, and residents.

Mesquite Historic District Design Plan:

Land Use: In compliance with the South Mesquite Neighborhood Overlay Zone District

Objective 1 - Encourage more small-scale commercial businesses to locate within walking distance of Mesquite residents. Economic developments and small-scale commercial businesses do exist on the opposite side of this very block.

Objective 2 – Facilitate development of more businesses that cater to other segments of the City of Las Cruces (SFI). Economic development and small-scale commercial businesses can and does occur under the SMO as cottage industry. The current absentee landlord applicants have operated this residence as a short-term rental Airbnb, which is the least obtrusive business use of the existing residence.

Funding and Implementation:

Objective 1 – Implement the strategies in this document.

Strategies 1 – Utilize the adopted overlay zoning district ordinance to improve the neighborhood. Heritage tourism should not be degraded by a commercial rezone. **Staff makes no reference to Chapter 40 – Historic Preservation Ordinance** which states "strengthening of the City's economy through heritage tourism and real estate for the benefit of residents and tourists through promotion and use of historic buildings and cultural sites" (Section 40-02: Declaration of Policy and Intent, pg. 7). **Staff also does not refer to this portion of Elevate Las Cruces**: "A livable community is not only attractive to those that live there, but also to visitors. Therefore, efforts to promote tourism in a community are important to continue to attract visitors and generate positive economic outcomes" (GOAL CL-14: TOURISM, pg. 208)

COMPLIANCE WITH THOROUGHFARE PLANS: this is according to City of Las Cruces Staff with whom I disagree.
Campo Street is designated as a collector roadway by both the Elevate Las Cruces Future Thoroughfare Map and the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Plan. These types of roadways are designed to support the proposed zoning designation and any potential future development. Staff continues to argue that the zone change is appropriate because the address is on Campo St. However, as previously stated, the property is NOT accessed on the Campo thoroughfare; egress is on Kansas. Kansas is a two-way local street and if vehicles are parked on both sides there is not enough traveled way, there is less than 14 feet left. Also, clear site triangles are obstructed by the fencing and rock walls. Kansas as a local requires 30 feet and Campo as a local collector 40 feet. City staff fail to address these traffic issues because they refer to the access and frontage on Campo St!

https://www.lascruces.gov/DocumentCenter/View/176/Revised-Traffic-Standards-PDF

	Arterial	Collector	Local
Arterial	40 / 40	30 / 40	30 / 50
Collector		40 / 40	30 / 40
Local			30 / 30





CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE: this is according to City of Las Cruces Staff with whom I disagree.
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:
H. Encourage the conservation of energy in the use of structures, buildings, and land. This perfectly good 3bed/2bath residence makes green sense. Older buildings of durable and long-lasting traditionally local materials, retain the natural environment. Commercial upgrades to electric, to hardscape, and for (re)grading and drainage are not climate conducive nor energy efficient.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods. "The City of Las Cruces ("City") declares as a matter of public policy that the protection, preservation, maintenance, care, and use of historic buildings and cultural properties is a public necessity conducive to the general welfare of the people and beneficial to the furtherance of the community's economic prosperity and quality of life" (Section 40-02: Declaration of Policy and Intent, pg. 1).
M. Foster a more rational relationship between different land uses for the mutual benefit of all. Since practical access and frontage is on Kansas St. this is proposal irrationally encroaches into the historic neighborhood, and leapfrogs retail commercial use onto a uniquely residential street.

CRITERIA FOR P&Z DECISIONS:

2. Unreasonably increase the traffic in public streets. Yes, traffic does increase on Kansas St. which is where cars will have to drive and park. There is a bus stop on Campo north of the property, so parking is prohibited on that street.

3. Increase the danger of fire or endanger the public safety. Yes, since customers will need to park on Kansas (and NOT Campo) as a (narrow) two-way local street, when vehicles are parked on both sides emergency vehicles cannot get through. The clear sight triangles are obstructed and increased traffic will increase the possibility of accidents.

4. Deter the orderly and phased growth and development of the community. A zone change to this residence will spot locate the retail, while the rest of Kansas remains residential, the phased development of this entire block is already complete with half commercial mixed use.

6. In any other respect, impair the public health, safety, or general welfare of the city. Cannabis plants emit terpenes (biogenic volite organic compounds) which can cause outdoor air quality issues. The indoor cannabis (marijuana) grows operations (known as "IMGO") also pose a risk of potential health hazards such as mold exposure, pesticide, and chemical exposure (Martyny et al. 2013). Cannabis cultivation typically requires a temperature between 21 and 32 °C, with a relative humidity between 50 and 70% (Koch et al. 2010). The conditions needed for an IMGO are not conducive to sparing the original 114-year-old stuccoed adobe structure.

7. Constitute a spot zone, and therefore, adversely affect adjacent property values. Yes, this action practically constitutes a spot zone. The local collector Campo Street clearly demarcates the parcel from Loretto Town Center. The residence is otherwise completely surrounded by residential homes and is within the Federally recognized portion of the Mesquite Historic District. Commercial is across the street on Campo but again access is on Kansas.

8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes. The Campo property falls under Section 38-49.2. – the South Mesquite Overlay Ordinance (SMO). All signage shall be of materials and design that are compatible with the architecture of the structure and the residential character of the neighborhood. Electronic moving/digital signs are not permitted in the SMO. Ground signs shall be the only freestanding sign allowed within the SMO and **shall be no greater than two square feet in overall size** (pg. 20).

STAFF COMMENTS:

" No reviewing department had any negative comments nor have any reviewers objected to the proposed rezoning." This is not true. Dr. Ainsworth, the CLC Historic Preservation Specialist, recommended **denial** of the zone change in his staff report to the Historic Preservation Commission. The HPC, after discussing the motion, **voted unanimously to deny the proposed zone change**, with one commissioner absent. Currently the commission consists of 5 commissioners with 2 vacancies.

It is unconscionable that private citizens have to spend this inordinate amount of time to correct the record for your decision to be made! I am opposed to the zone change at 541 S. Campo from R3 to C1 largely for the reasons already cited by the HPC in their unanimous decision to deny the change. We as a community stand to lose more than can be gained.

With all due respect,

Faith Hutson
Former Chair, Historic Preservation Commission
Property owner, South Mesquite Historic District

Support for 541 campo

Israel Chavez <israel.chavez.nm@gmail.com>

Thu 14-Dec-23 12:32 PM

To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from israel.chavez.nm@gmail.com. Learn why this is important

Hello I'd like to voice my support for 541 S Campo to be zone changed from Residential to Commercial.
I especially want to support not requiring endless ugly parking lots.

Saludos,

-Israel Chávez,

[He/Him/His]
C: 505.639.3900

Sent from my iPhone

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RE: Request for Zoning Change 541 S. Campo

Olivia McDonald <mcdonald1625@q.com>

Tue 19-Dec-23 7:14 AM

To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from mcdonald1625@q.com. Learn why this is important

John Castillo, Case Manager jcastillo@lascruces.gov

RE: Request for Zoning Change 541 S. Campo

This is to voice my concern regarding the request for zone change from residential to commercial.

My understanding is that the intent is to establish a cannibis business, that it is located in an area not conducive to parking, and would increase traffic. It is apparent it would negatively affect the tranquility of the neighborhood.

With the amount of vacant commercial properties throughout Las Cruces, it would seem a more appropriate location already exists without compromising the neighbors at this location. Further it would decrease the availability of a residential property in the Mesquite Historic District.. This may profit the business, but may diminish the value of the surrounding properties which are zoned residential.

Las Esperanzas, Inc, founded in 1999 states in its mission statement to facilitate the preservation, renovation, revitalization, and **protection** of the Mesquite Street-Original Town Site Historic District of Las Cruces, New Mexico. The District area is one of the few remaining intact neighborhoods of its kind between Corpus Christi and San Diego, and is something to be proud of in Las Cruces. The original town site was established in 1849. The original interior royal highway Camino Real de Tierra Adentro flows on Mesquite Street. It is my hope that the Planning & Zoning Department would not approve the potential deterioration, one parcel at a time, such as this, and continue **to protect** this important District in Las Cruces.

(Information: My mother, Consuelo R. Lerma, founded Las Esperanzas.Inc. The organization has been vital in the preservation of the Mesquite Historic District. I was born in the Historic District and am a property owner in the District).

Olivia Lerma McDonald 575-541-1625

Writing to oppose zoning change re Campo/ Kansas st.

Steve Sosa <dtevesosa2@gmail.com>

Tue 19-Dec-23 10:57 AM

To:John Castillo <jcastillo@lascruces.gov>

You don't often get email from dtevesosa2@gmail.com. Learn why this is important

I'm Steve Sosa, lifetime resident and property owner in the historic district. I wanted to attend the meeting and speak in opposition to the proposed change in zoning but I have a family matter to attend to, so I can't be present. The proposed zoning change will have adverse effects on the area and negatively impact the character of the neighborhood. Kansas street is a small, quite residential street in the historic district. The street can not accommodate customer parking. I am aware that ALL the neighbors in the area oppose the change and I join in that opposition. Thank you for considering my opposition.

3064; Council Bill 24-022

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	February 20, 2024	**Adopted:**	March 18, 2024
Drafter:	Erika Jaquez	**Department:**	Financial Services
Program:	Treasury	**Line of Business:**	Revenue Management

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($15,300,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN TWELVE MILLION TWO HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS ($12,280,949), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE MILLION NINETEEN THOUSAND FIFTY-ONE DOLLARS ($3,019,051), FOR THE PURPOSE OF FINANCING THE COSTS OF A NEW WELL, ASSOCIATED IMPROVEMENTS OF THE WELL INCLUDING CONNECTING TO THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT, AND REHABILITATION OF WATER STORAGE TANKS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.**

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

PURPOSE(S) OF ACTION:

Authorize issuance of debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

A proposed resolution approved at the August 21, 2023, City Council meeting authorized City staff to submit an application for financial assistance from NMFA for the acquisition, construction, and improvement of the water system.

Approval of the Ordinance authorizes the execution and delivery of a loan agreement between the City and NMFA. The City will borrow no more than $12,280,949 with interest and administrative fees and a loan subsidy

in the amount of no more than $3,019,051 to finance water system projects. The revenue pledged to finance the water system projects comes from the net revenues of the Joint Utility System.

Due to the timing of the bond approval scheduling with NMFA, at the first reading of the proposed Ordinance, only a sample ordinance (preliminary) and other related documents will be attached as Attachments as needed. After the first reading, the final ordinance will be attached, along with clean and redlined copies of the final documents.

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 Ordinance and will allow the City to accept the loan from NMFA and proceed with water system projects.
2. Vote "No"; this will not approve the Ordinance and will not allow the City to accept the loan from NMFA and use this funding mechanism to finance water system projects.
3. Vote to "Amend"; this could delay the execution and delivery of the loan from NMFA and the water system projects, and require Council direction.
4. Vote to "Table"; this could delay the financing opportunity, increase the projected cost of the water system projects, and require Council direction.

REFERENCE INFORMATION:

Resolution 24-020

ORDINANCE 3064; COUNCIL BILL 24-022

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($15,300,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN TWELVE MILLION TWO HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS ($12,280,949), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE MILLION NINETEEN THOUSAND FIFTY-ONE DOLLARS ($3,019,051), FOR THE PURPOSE OF FINANCING THE COSTS OF A NEW WELL, ASSOCIATED IMPROVEMENTS OF THE WELL INCLUDING CONNECTING TO THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT, AND REHABILITATION OF WATER STORAGE TANKS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

The City Council is informed that:

WHEREAS, the Governmental Unit is a legally and regularly created, established, duly organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, Article X, Section 6 of the State Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governmental Unit has created the System as provided in the Master Ordinance; and

WHEREAS, the Master Ordinance governs the issuance of Bonds or similar obligations by the Governmental Unit payable from the Net System Revenues of the System; and

WHEREAS, the Master Ordinance authorizes the Governmental Unit to adopt Supplemental Ordinances authorizing the issuance of additional Parity Obligations payable from the Net Revenues of the System; and

WHEREAS, this ordinance _____, council bill 24-____ is a Supplemental Ordinance authorized by the Master Ordinance for the purpose of entering into the Loan Agreement with the Finance Authority, which Loan Agreement constitutes a System Bond within the meaning of the Master Ordinance; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

(I)

Section 1.Definitions. Capitalized terms defined in this Section 1, for all purposes, shall have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined) and any term not defined herein shall have the definition given it by the Master Ordinance or the Loan Agreement:

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, City Manager, City Financial Services Director, City Treasurer, and City Clerk of the Governmental Unit.

“City Charter” means the home rule charter of the Governmental Unit submitted to the Governing Body on January 7, 1985 and approved by the voters of the Governmental Unit on March 5, 1985, as amended and supplemented.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12, the home rule charter of the City under Article X Section 6 of the State Constitution, and the Master Ordinance; all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Finance Authority" means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Finance Authority Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Las Cruces, Doña Ana County, New Mexico.

"Gross Revenues" means "Gross Revenues" as defined in Section 1.01 of the Master Ordinance.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Master Ordinance" means Ordinance No. 1593, Council Bill 97- 035 adopted by the Governing Body on December 18, 1996, as amended by Ordinance No. 2750, Council Bill No. 15-031 adopted by the Council on April 8, 2015 and Ordinance No. 2837, Council Bill No. 18- 013 adopted by the Council on January 16, 2018.

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to 19.7% of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is three million nineteen thousand fifty-one dollars ($3,019,051).

"Maximum Principal Amount" means fifteen million three hundred thousand dollars ($15,300,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement. The Maximum Repayable Principal is twelve million two hundred eighty thousand nine hundred forty-nine dollars ($12,280,949).

"Net Revenues" or "Net Revenues of the System" means the Gross Revenues of the System owned and operated by the Governmental Unit after deducting Operation and Maintenance Expenses of the System as defined in Section 1.01 of the Master Ordinance.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means "Operation and Maintenance Expenses" as defined in Section 1.01 of the Master Ordinance.

"Ordinance" means this Ordinance _____; Council Bill 24-_____ adopted by the Governing Body of the Governmental Unit on March 18, 2024, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means financing the costs of a new well, associated improvements of the well including connecting to the System, and rehabilitation of water storage tanks, as further described in the Term Sheet.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the joint water, sanitary sewer and natural gas utility system of the Governmental Unit as defined in Section 1.01 of the Master Ordinance.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2.Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3.Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit and the public whom it serves.

Section 4.Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A.The Project is needed to meet the needs of the Governmental Unit and the public whom it serves.

B.Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

C.The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D.It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E.The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

F.The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

G.Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H.The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5.Loan Agreement - Authorization and Detail.

A.Authorization. This Ordinance has been adopted by the affirmative vote of at least three-fourths (3/4) of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of twelve million two hundred eighty thousand nine hundred forty-nine dollars ($12,280,949) and interest thereon, and to accept a loan subsidy in the amount of three million nineteen thousand fifty-one dollars ($3,019,051) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B.Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of fifteen million three hundred thousand dollars ($15,300,000). The Aggregate Repayable Disbursements shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the Interest Rate designated in the Loan Agreement, including Exhibit “A” thereto.

Section 6.Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge, and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7.Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8.Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A.Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B.Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C.Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D.Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9.Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A.Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority on a parity with the outstanding Parity Obligations in an amount sufficient to pay the Loan Agreement Payments, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B.Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the total amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest, and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C.Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, and Subordinate Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations, or Subordinate Obligations, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine as provided in the Master Ordinance.

Section 10.Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11.Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this

Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement.

Section 12.Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended, only with the prior written consent of the Finance Authority, by Authorized Officers of the Governmental Unit without receipt of the Governing Body of any additional consideration only when such amendment does not affect the terms of payment of the loan component of the Loan Agreement.

Section 13.Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14.Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15.Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16.Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17.General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Form of Summary of Ordinance for Publication.]

City of Las Cruces, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance _____; Council Bill 24-_____, duly adopted and approved by the Governing Body of the City of Las Cruces, New Mexico, on March 18, 2024. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, 700 N Main Street, Las Cruces, New Mexico 88001.

The title of the Ordinance is:

CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
ORDINANCE _____; COUNCIL BILL 24-_____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO (“GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”), IN THE TOTAL AMOUNT OF FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($15,300,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM

REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN TWELVE MILLION TWO HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS ($12,280,949), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE MILLION NINETEEN THOUSAND FIFTY-ONE DOLLARS ($3,019,051), FOR THE PURPOSE OF FINANCING THE COSTS OF A NEW WELL, ASSOCIATED IMPROVEMENTS OF THE WELL INCLUDING CONNECTING TO THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT, AND REHABILITATION OF WATER STORAGE TANKS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.
This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Summary of Ordinance for Publication.]

Section 18. Execution of Agreements. The City of Las Cruces through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

(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