

CITY COUNCIL AGENDA

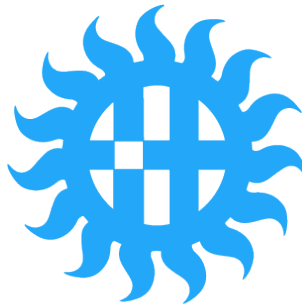
Mayor
Eric Enriquez

Tuesday, September 2, 2025 at 1:00 PM
Council Chambers

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

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

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

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Regular City Council Meeting of August 4, 2025. 4 - 34
[City Council - Aug 04 2025 - Minutes - Pdf](#)
- 5.2. Work Session of August 11, 2025. 35 - 46

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

- 6.1. RESOLUTION NO. 26-030: A RESOLUTION TO APPROVE AN AMENDMENT TO INCREASE THE ANNUAL APPROVED EXPENDITURE OF AGREEMENT NO. 20-21-089A FOR GRAPHIC DESIGN AND DESTINATION MARKETING SERVICES WITH AFFLUX MEDIA DBA NMCO MEDIA OF LAS CRUCES, NEW MEXICO TO AN AMOUNT NOT TO EXCEED \$265,000, PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. 47 - 51
[Resolution No. 26-030 - Pdf](#)
- 6.2. RESOLUTION NO. 26-031: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE PUBLIC WORKS DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET. 52 - 78
[Resolution No. 26-031 - Pdf](#)
- 6.3. RESOLUTION NO. 26-032: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$95,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT). 79 - 84
[Resolution No. 26-032 - Pdf](#)

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

- 7.1. **PUBLIC HEARING REQUIRED.** RESOLUTION NO. 26-033: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-001199 TO RT MANAGEMENT INC., D/B/A RUBY TUESDAY LAS CRUCES LOCATED AT 2611 N. TELSHOR BOULEVARD, LAS CRUCES, NM. 88011. 85 - 100
[Resolution No. 26-033 - Pdf](#)
- 7.2. RESOLUTION NO. 26-034: A RESOLUTION ALLOWING THE DONA ANA COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM TO OPERATE WITHIN THE CITY OF LAS CRUCES, INCLUDING PROGRAMS SUCH AS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (CPACE). 101 - 119
[Resolution No. 26-034 - Pdf](#)
- 7.3. COUNCIL BILL NO. 26-003; ORDINANCE NO. 3095: AN ORDINANCE REPEALING AND REPLACING CHAPTER 18 - NUISANCES, SECTION 18-1 AND 18-2 OF THE LAS CRUCES MUNICIPAL CODE. 120 - 129
[Ordinance No. 3095 - Pdf](#)

8. BOARD APPOINTMENTS

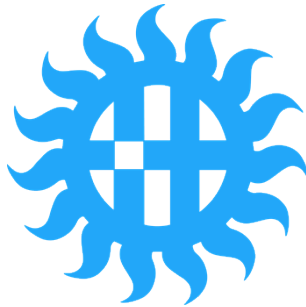
9. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
2) A Councilor may ask staff for clarification on the proposed ordinance(s).
- 9.1. COUNCIL BILL NO. 26-004; ORDINANCE NO. 3096: AN ORDINANCE REPEALING ORDINANCE 2964, CLOSING THE LOCAL ECONOMIC 130 - 154

DEVELOPMENT ACT (LEDA) PROJECT BETWEEN THE CITY OF LAS CRUCES, SAPUTO CHEESE, INC., AND THE STATE OF NEW MEXICO, AND EFFECTIVELY TERMINATING THE GUARANTY REQUIRED BY THE LEDA STATUTE.

[Ordinance No. 3096 - Pdf](#)

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



MINUTES

City Council

Monday, August 4, 2025 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR BENCOMO.

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

None.

1.3 JOBS OF THE WEEK.

Sarah Raney, Americas Job Centers of New Mexico presented Jobs of the Week.

1.4 PETS OF THE WEEK.

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

1.5 FY25 AUDIT ENTRANCE CONFERENCE PRESENTATION.

Josh Saffell, Accounting Supervisor introduced the presentation.

Chris Garner, CPA gave the overhead presentation.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Lynn Moorer, Member of the Public said it appears that Las Cruces Utilities staff and many of you on the dais may be in denial about the Lead and Copper Rule improvements mandate. It centerpieces that all service lines that distribute drinking water throughout the city must be accurately investigated to determine whether they are lead or galvanized requiring replacement. Both types of piping must be replaced. This investigation is mandated to be thorough and provide proof that it is accurate. The technique that the city uses for determining the nature of piping violates EPAs requirements and does not lead to accurate results. The city's technique of merely looking in the meter box is deficient because it is not capable of identifying lead lined piping or a lead segment further up the line or dealing with a setter's meter. It is not an evidence based technique that proves the piping is not lead or galvanized requiring replacement and lines must be visually inspected in at least two locations. Handout 1, spells out this EPA requirement. Because of its deficient technique none of the city's investigations has credibility. Again because of this city's deficient investigation technique none of the investigations across the city has credibility. It is troubling that the city displays no concern about doing it right and making sure all hazardous lead pipes and galvanized pipes requiring replacement that feed into taxpayers' properties are actually identified and removed. It seems that Las Cruces Utilities is in denial that there is a problem. The city is also in denial about how many galvanized requiring replacement pipes must be replaced, falsely claiming there are only two when there are at least 56. It appears that Las Cruces Utilities point person, Deputy Director of Regulatory Compliance Steve Perez is also in denial about the challenges that the city faces to meet the legal mandate. He assured me that the city doesn't have a lead pipe problem, and the city would get through the process in five years rather than ten. He implied that because the city doesn't have any or many lead pipes that Las Cruces Utilities is just going through some of the required motions. It is a concern that Mr. Perez is not qualified for his compliance job. He is not an engineer and has little experience with water, nor does he have any legal education. Instead, his experience in education are predominantly in soil science and physical education, plus he has demonstrated little respect for the facts. He falsely denied to a caller that financial assistance was available for lead piping replacement when the notification letter clearly stated that it was. The city's misguided decision to cook the books and disappear inventory records represents another form of denial. Denial of its responsibility to follow the law and make drinking water safe for all taxpayers. Please bring in an independent engineer with management experience to evaluate the city's implementation of the new rule and make all findings public.

Liz Rodriguez-Johnson, Member of the Public said the disclaimer that Las Cruces Utilities posted on its Lead and Copper Rule website proves a point we made some time ago. This pop-up which is the first thing you see when opening the website is clear evidence that the website can be modified to have the first pop-up be in English and Spanish statement directing how the website can be translated into Spanish and other languages. It should be done. The city can't hide behind a disclaimer to avoid compliance with the rules so the disclaimer is doing nothing. It is not doing the city any good. It should be replaced with a statement in English and Spanish about how to translate the website. A Las Cruces Utilities memo used to request state funding

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stated that the city would mobilize staff to areas with disadvantaged populations first. Yet all of the information about disadvantaged populations was disappeared from the inventory in mid June. That indicates to me that disadvantaged populations in the city will not be prioritized for service line investigations as they should be and as promised. The city has at least 56 properties with galvanized piping requiring replacement as documented at the last meeting. However, the city has not provided the required notification to these property owners. EPA requires that owners with galvanized requiring replacement be notified within 30 days of the completion of inventory which was mid-October 2024. Handouts A and B are EPA documents that spell out this requirement. Owners of galvanized requiring replacement piping are to be treated just like owners of lead or unknown service lines. Those folks received letters last October, but the city says it does not plan to send any notification to galvanized piping requiring replacement property owners until the fourth quarter of this year. This is even though it knows that there is at least 56 property owners who need to be informed right away and this is unacceptable and also it violates the rule. At your July 7th meeting I provided you with a handout showing 11 neighborhoods left out of the city's inventory. The map indicates water hookups with either a green dot, a yellow triangle or a purple square. Now almost a month later nothing has been done to include any of these properties. Handout C shows 22 more neighborhoods that have been left out. These two handouts reflect hundreds of folks who have been ignored or forgotten by the city and this is just deplorable. Leaving large numbers of properties off the inventory looks like a trick among many the city is using to avoid finding lead or galvanized requiring replacement piping. The city needs at long last to bring in an independent engineer with management and experience to evaluate Las Cruces Utilities compliance with the rule.

Lucas Herndon, Member of the Public said I am a resident of District 2. I wanted to take an opportunity for rare praise. I appreciated Chief Story's comments recently around gaps in our system that have allowed for people who are suffering in a mental crisis to face the violence that currently our system only allows for the police respond to with said violence. In the last few weeks two similar instances have happened in Albuquerque both of which resulted in the person being shot and killed by the police. I am not thrilled that the officer here in Las Cruces immediately drew his weapon and fired for better or for worse he missed, and the person has been taken into custody and now we have this situation where we have to figure out what to do and I realize that it is not just the city issue it is something that the state needs to address and as they say credit where credit is due and to that very specific end I just wanted to commend the Chief on his comments and I do agree. We need to do more as a state and as a people and as a community to address mental illness and people suffering from a mental crisis that does not involve the police being the people to show up when that happens.

Juan Garcia, Member of the Public said Carlos isn't some outlier, he is what local business looks like. Remember when he first turned up asking for help? A small business on Missouri and Solano and every week got hit. Break-ins, smashed windows, spray paint, everywhere. It got so routine that it barely registered until at night someone decided to write a slur on his wall with of all thing's human feces. That is where the city left him. This was a targeted hateful act and the thugs have returned. Carlos isn't alone. He is part of a group of small business owners who have faced the

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same threats, the same fear and sense that nobody in power is willing to do anything about it. All of the while those who are supposed to represent people like Carlos at the city and state level don't believe in accountability and consequences and instead "coddle the criminals". Property is not all being destroyed, its trust, it is the feeling of safety. When leaders refuse to act people like Carlos get the message, you are on your own. The only person that has advocated for Carlos was Peter Goodman because Carlos's representatives don't care. This is where you see just how fake leaders are. Senator Hamblen felt some in the LGBT community were not giving credit for accomplishments and took to the media. Councilor Bencomo who supports illegal immigrants brought against deportation. Who rallies for Carlos? He is a native Las Cruces and with deep faith he started stacking fruit in a grocery store, went to Dona Ana Community College. His crime, if you may, is he worked hard to build a business, something to be celebrated but the people in charge don't care about that. Carlos never played the victim card or begged for handouts from politicians who loved to posture about equity. No headlines for him, no crowds in the street chanting his name, no upside down flags flying for how bad the broken criminal system grinds up guys like him and thousands of others in this community. He is just a regular guy scraping by to give his family a shot at the American dream. The same politicians who ignored Carlos turn actual criminals into martyrs, kids they call them even when they are sixteen, seventeen caught with guns, Fentanyl, deep in gang life. We are living in an upside-down world yet when it is time to pick up the pieces it is Carlos alone who is sweeping up the wreckage and shouldering the cost. The ones that should speak for him don't care and never really cared for folks like him. He was never part of their story and now standing amid in the ruins of his business, he is left to wonder if he ever was.

Eddie Thomas, Member of the Public said I would like to start first of all by thanking Mayor Pro Tem Bencomo for her quick response to the situation in front of my house on my street where the recent rains caused a buildup of very despicable algae formations on the curb due to the fact that there is no drainage in the Casa Lindas area just not too far here from the center of town. The next thing I want to call your attention to is an apology that I would like to make. The last time I was up here speaking I made reference to a rally, a benefit for ex-officer Brad Lunsford at the Farm and Ranch Museum. I made a mistake, and I called people out to go to the Farm and Ranch that night. What happened is that I was looking at an old message, it was a week old, so I apologize to anybody who went out to Farm and Ranch and found nothing going on. That is how you do it City Council. You own up your mistake and you apologize for it. Next thing I want to bring up is the fact of my utter failure as a stand-up comedian. The last time I was here I made reference to being arrested and the procedures that might ensue if you ever have a reason to be arrested and I was just making a joke which nobody got and the only thing I was trying to shed light to is that Chief Story is tasked with fighting crime here we can't leave that entirely up to him. Parents are the first offense against crime. It is the way that people, that kids are raised here. There is a culture of crime he has to fight as well and it begins with the parents. If we don't raise our children right, they are going to get into these gangs. They are going to be taught to resist arrest, they become adults who resist arrest, and we have the ensuing shootings and problems like we had a Young Park and most recently the person who got shot so this is what my point is. The parents need to get involved.

Jim Wilcox, Member of the Public said I keep coming back with kind of the same stuff. Today I was mowing down some of that vegetation you know from all the rain, and I saw this one plant and I thought oh, is that a weed? Is the city going to get me for the weed thing? I haven't heard back anything about the weed ordinance, and I want to remind you that Albuquerque has a really nice one and it's got pictures of what you can't have and what you can have and the other thing is I know some people are like well we are Las Cruces. Well, the thing to remember is federalism. Federalism means we look at other cities and other states and we say did it work for them? I don't know where it is? I called the head of Codes, never heard back. I wouldn't come here if somebody called me back and let me know what is going on, but I think we need something like what Albuquerque has and secondly I am the bicycle representative on the MPO for the Bicycle and Pedestrian Advisory Committee and so I am now representing myself on that committee and today I listened to the jobs report. I didn't hear the Active Transportation Coordinator, and I know you guys want to see that happen. It has been five years that you have had that position open that I have been here. It is only been filled once. The last I heard is that you are revising the job description. At least the city was, and I used to work for the feds. I worked in Head Start, in management, I worked for HUD Housing and management. We did job description revisions, just a revision would take us a couple of weeks. I don't know where that is. So, if please if somebody could check on just those couple of things. Maybe you could hire somebody who is an Active Transportation Coordinator/Weed guy. I appreciate your efforts on this. Look at Albuquerque, type in Albuquerque weed enforcement. You will see some really cool pictures of beautiful plants that are native plants. The ones they want to keep, the ones that bring the birds around you know the insects that the birds eat and that improves our landscape and think of that with the beautiful plants and a person riding by quietly on a bicycle because they think that this is such a great town and it is so quiet and serene, great vegetation, human powered, good for your health.

Belinda Contreras, Member of the Public said the concern I want to share this afternoon deals with children that reside in our state, in our county, and for the city of Las Cruces. I assist children, our Las Cruces children find homes in which they can live in a safe environment. As a Resource Foster Care Recruitment Specialist for New Mexico I am centered on finding homes for children. A lot of the children, my former students, fellow employees just call me Ms. B. As of July 2025, there are currently 125 kiddos of varying age in Dona Ana that need a home and place to stay. I am here to appeal to the kind and compassionate city of Las Cruces populus if you or anyone you may know would be willing to open your home and your heart to these kids please consider signing up with New Mexico Children, Youth and Family Department as a resource foster family, as a resource foster parent, as a mentor, maybe helping out in respite. Information and sign-up info can be located on our New Mexico CYFD website and again thank you for your consideration and your time on this important matter dealing with local children in need of a safe place to live.

Jorge Aguirre, Member of the Public said I am here because I am concerned with the upcoming wave of poverty that will likely sweep through our nation thanks to the successes of the federal administration. Americans from all backgrounds are about to have the rug pulled from under their feet and there is no safety net to catch them. The

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jobs report that came out last Friday indicates that our economy is in decline. This means that we are going to see more people lose their jobs in the near future and we are going to see the prices of everyday items go up in price. Sometimes up to double and one of the most important of these primary items is of course access to housing. This council has already done important work to allow more housing to be built and now we need additional steps to diversify the type of housing we allow. Of course, it would be amazing and necessary to be able to build complete apartments for everyone. All the 5,000 houses that we need, and we can probably even build them by the end of the year. But that is impossible and with additional poverty the housing crisis is about to grow out of proportion. We are running out of time, and we want to avoid having needy people unhoused on our streets, hordes of them. exposed of being taking by masked men and armed to the teeth and jailed in a camp somewhere without a trial. We would be able to avoid a lot of that by building an emergency shelter and allowing more sorts of housing like tiny homes and modular homes because the ones that we have right now are priced out of reach and like we already know they are about to double in cost. In addition to increased poverty natural disasters are on the rise and FEMA is being dismantled. We may not be the region that gets the disaster but we surely will receive refugees who lost everything everywhere else in the United States. We are on our own as a city and it is up to us to help ourselves before the housing crisis grows so much all of our other problems.

Tim Jenkins, Member of the Public said I would like to make you all aware of some staggering statistics. As of June 30th, 166 law enforcement officers have been shot in the line of duty in this country. That is an equivalent to one officer per day. I have gotten the opportunity this last month to spend a significant amount of time with our officers along with countless other concerned citizens and I have come to a clear understanding that our officers in this city are not supported, taken care of, or backed as they so desperately deserve to be. I have gotten to hear countless stories behind the scenes of what our officers hear in this community do to protect and to strengthen and to encourage this community. They are never asking or looking for any kind of recognition from no one but it is who they are from their hearts with a sincere commitment to the safety and wellbeing of this city and I would challenge this city council that we all as a whole begin to back and support our officers and fight to encourage and strengthen them as they fight daily for the safety and wellbeing of this city and I am going to challenge every single member on city council that each member on city council for the entire month of September nominate one officer in this community and reach out to that officer and email that officer and watch out for that officer and his family for the entire month to encourage and to strengthen officer and his family for their own good and their own wellbeing so that our officers understand that we are in the trenches fighting right alongside them for the same goal and the same purpose of making a safer city for all and I am also going to ask that from this day forward in council chambers that we no longer allow the progressives to publicly slander and ridicule our officers and to call them murderers for simply doing their job and I ask you Mr. Mayor that if this does begin to happen that you please immediately put it to a stop and do not allow it and I hope and pray to God that we can turn this city into a city that is known for proudly backing our police department and fighting with our officers for their safety and for their good as they so desperately deserve and need.

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Jim Hoerst, Member of the Public said I guess I need to talk about two things. One is freedom of speech. First Amendment gives me the right to criticize police. Second issue, on my phone, which I am sure you can see very clearly, I am at the portal to register to vote by mail on a permanent basis. This website is maintained by the Secretary of State. At this point I should be able to go to this webpage and get a ballot sent to me for every election for the rest of the time I live in New Mexico. It is not functional. We are 100 days out of the next election. I plan on working on campaigns and the success of all those campaigns will hinge on voter by mail turnout and on the off-year elections you are lucky to get 10% of the voters to turn out so voting by mail is essential and most likely the winner will hinge on participation in vote by mail. So, you guys have more influence with the Secretary of State than I do. I have yet to get a satisfactory answer from their IT Department, the Voting Department, or anyone else about why this is not functional so please call Mary Toulouse Oliver. Tell her how urgent this is. One hundred days is no time at all between now and an election. Anybody involved in campaigns knows how quickly those 100 days go. Fortunately, you are working long hours, but it goes real fast. So please put pressure on her at this point to open this portal and some of your political fortunes depend upon it.

4. READ CLOSED MEETING STATEMENT

4.1 READ AUGUST 4, 2025 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in closed session and only discussed those limited items stated in the posted notice:

1. To discuss pending litigation regarding Erick Lopez v. City of Las Cruces, Case No. A-1-CA-42539, which is pursuant to NMSA 1978, Section 10-15-1H(7).
2. To discuss threatened litigation in the matter of the wrongful death Estate of Jason Gomez, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

5. ACCEPTANCE OF AGENDA

to accept the agenda as presented with the removal of items 7.1 and 7.2 for discussion.

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF JULY 7, 2025.

6.2 WORK SESSION OF JULY 14, 2025.

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

7.1 RESOLUTION NO. 26-016: 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 FY2026 BUDGET AND FY2026 VEHICLE ACQUISITION LIST.

Councilor Bencomo said I don't need a full presentation. I just had a question about attachment B, the homelessness and behavioral health survey. If you could touch on

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that? Really my question is who is leading this and if there is already a process set up for this?

Gabriela Prats, Grant Manager said this will be handled out of the City Manager's Office. Sergio Ruiz, Policy Analyst has been assigned to lead on this particular project for CMO.

Councilor Bencomo asked I am curious to know if there is a process already in place?

Mayor Enriquez said with this one it is a grant that was awarded by the Governor's Office to do a survey on homelessness and behavioral health services. So, what is going to take place is right now the process is to gather the stakeholders in the community, police, fire, mental health providers, homeless shelters, the hospitals, the court systems, education, businesses and bringing together to have a survey on the impact, the issues and the concerns with homelessness and behavioral health services. In addition to that the grant also provides for a public health coordinator to be contracted. It is still in the process of getting a strategic planner on board and then the position I think is going to be posted here soon for a public health coordinator that the City Manager's Office will run that process and contract an individual to do that.

Councilor Bencomo asked will you or Sergio provide us more information? I just want to make sure that obviously like our housing team is also involved and I am glad you mentioned all the stakeholders. I am curious, last week I tuned into the Legislative Finance Committee meeting where Secretary Nair presented because the Office of Housing is now under Workforce Development and what was interesting about that presentation is that she sort of just really said I am not even going to talk to you about the problems, we all know the problems already I want to talk to you about the solutions and the gaps and I guess I don't want to go backwards and I want to go forward in terms of what, we can talk about problems all day long. Frankly I feel like we have. What is the hope, the vision for this particular survey?

Mayor Enriquez said the hope and the vision and I will share that the housing, Natalie Green was very instrumental in applying for this grant that we successfully obtained through the Governor's Office and the hope is to discuss the issues, the concerns and what are results and we will also team up with NMSU and other members of the community that are already going out and doing a survey but compile that survey through this group so that we find those gaps that are falling within Las Cruces and start to look for best practices in solving some of these issues, concerns and problems that we are all facing.

Councilor Flores asked I have a question about the purpose, to develop and inform strategic plan and implement a comprehensive best practice process to meet the needs of persons experiencing homelessness? And \$350,000 has been allocated?

Gabriela Prats said yes.

Councilor Flores asked has anybody done a study whether that is going to be enough?

Mayor Enriquez said that is the maximum that the grant was available, that is what we received. We asked for it and we did receive it so we will continue to work with what we have.

Gabriela Prats said plus that does provide additional information for us to look for grants in the future. When we have a strategic plan, it is a lot easier to know what we are looking for and also, we are more competitive in looking for additional funding to eventually implement programing so it is not a one quick answer grant. It is a first step.

Councilor Flores said we will see how far \$350,000 takes us. I hope we are able to gather information that we can apply to remedy the situation because we have been talking and this is my eighth year on city council and same old, same old. This is not a criticism to anybody here, including me, but that is just the way the system works. I just want people to know that this is a tiny baby step.

Councilor Bencomo said I want to disagree that it is same old, same old. I actually think we actually have incredible staff and incredible stakeholders like the Community of Hope leading on this and so I would not say that it has been the same old, same old.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-016.

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

7.2 COUNCIL BILL NO. 26-001; ORDINANCE NO. 3093: AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH EAST II MASTER PLAN AMENDMENT #5. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGES ENCOMPASSES APPROXIMATELY 122 ACRES AND IS GENERALLY LOCATED NORTH OF SONORA SPRINGS BOULEVARD, SOUTH OF THE SOUTH FORK OF THE ALAMEDA ARROYO, EAST OF PAGOSA HILLS AVENUE/PETALUMA AVENUE, AND WEST OF MESA GRANDE DRIVE. SUBMITTED BY SOUDER, MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT, INC. (CASE 24CS0500130).

Sara Gonzales, Interim Deputy Director, Community Development gave the overhead presentation.

Councilor Flores asked where is the map that shows the arroyos? Or do you have one? Or do you know where they would be?

Sara Gonzales said this area right here is going to map essentially one of the primary arroyos and then this is maintaining as well as the bottom portion for the area that is

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going to be left as natural topography.

Councilor Flores asked how close is that arroyo to from the development and the building of homes?

Sara Gonzales said that is going to be within inside of those developments and so those areas will basically be mapped out and left out of those areas to be maintained as separate tracks.

Councilor Flores said the reason I am asking is because there has been two incidents, just recent ones. One was in fact, Mr. Sedillo and I were out in my district on White Sage, I think it was or Purple Sage and there were some problems with the arroyo. Mr. Sedillo was able to take care of it. They were very concerned because water was coming in through that thick wall that is built in those areas. I am not an engineer by any stretch but it seems to me that why would anybody build so close to an arroyo and the smart aleck reply I have gotten early on when I started on city council well we haven't had the 100 year flood yet and I think that is cynical and I am not saying that this plan is cynical but I am worried about that and then I learned through a young woman who lives in my district whose parents used to live in that area and they had to move out because there was a flood and they lost their home. The insurance company would not compensate them because they saw it as an act of God so maybe we can do act of men and women where we don't create those situations where people are losing their home and they moved back to Deming where they originally from and this young lady is studying in Colorado. That is my concern and that is something that I have spoken to you about and I just hope that we are not building that close and that is why I wanted to see where those arroyos were.

Paul Pompeo, Souder, Miller and Associates said on the map before you, there are two primary arroyos that runs on this property. One on the very south and one that bisects the southern portion of the property. We have mapped those, taken those into account, prepared the flood study and the boundary lines that create those arroyos are significantly away from them so as to prevent any kind of flood damage in the future.

Councilor Flores asked what is significantly not close to them? Isn't that a relative term?

Paul Pompeo said in the mapping standards it is one foot above the 100-year flood plains so that elevation is mapped out and pushed away. Those areas are now set aside as open space. Quite significant on this map is the area to the south. We have not taken the arroyo out but gone all the way the escarpment all the way to the top and those areas are but out and removed from the development process and be left in perpetuity as open space.

Councilor Flores said I saw that but I think there was also that little note that maybe for further development. I am really concerned about that and I just have to put that on the record. I hope that it is closely monitored or watched or whatever. I am very passionate about this. It is hard to hear that someone lost their home. It is hard to

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hear that people who live on White Sage or Purple Sage are worried about their homes, the water going into their homes and it has up to the wall, through the wall.

Councilor Corran said I am excited about this as I am about Mesa Grande Road and all the things that are happening there. My day job office is off of Calle Jitas and I know that I have students who would love to live in walking distance to the community college there, so this is an exciting addition and change to the area. One question that I did just want to quickly follow up or raise just to sort of just to keep a finger on is that I know that the neighborhood knew about this plan and really see it coming and support it but I think there is some concern about how much chaos the construction will add to so I am wondering if anyone could have just sort of flag that in hope that the neighborhood would have sort of construction driving and all of the associated activities are sort of managed which I believe they will be but I just want to elevate that concern on behalf of the neighbors that are in the area as the area develops.

Sara Gonzales said we do have traffic control plans whenever sites are being simply redeveloped or under construction so as part of that process, we do ensure that neighbors are notified when roads are going to be used or basically the area is going to be under construction. The next step in the process will be to notify the neighbors of the plans coming forward. So, there is still going to be another public hearing to let everyone know when the subdivision is actually going to be prepared and for construction and so this is just the first phase so there will be multiple phases happening to where the public will be notified as well.

Councilor Corran said that is great. I hope that is reassuring to some of the people in the neighborhood that to hear that not only hear things specifically related to them but that they will have another chance to weigh in so thank you again.

Councilor Flores said I was trying to think how someone coming in from not living in Las Cruces and therefore did not attend the meetings. I think the meetings were attended by people who live in the surrounding areas to express their concerns regarding the building of those homes and not the objective conditions that are near those homes. So, would there be any way that the property that is sold along the arroyo well pretty much that whole area could get a buyer beware warning?

Sara Gonzales said during the process whenever it is subdivided that area will be designated as a track so if someone were to come in and look at a property as well as our realtors who are selling lots, they already have that as a disclosure that it is located next to an essentially open space. A lot of times that when you look at land and it is knowing what is around you and doing that due diligence. The best way we can do this is by the platting process, understanding what is there and then informing everybody as they are coming in. Once again, the best process is still working with staff to come in and work with us and let us know what is in your surrounding area and know what is on the property. It will be designated on a plat. That is what is provided to you whenever you close on a home during your closing paperwork, but it is up to the owner to understand what that really means and get clarification when those come in.

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Councilor Flores said I think most people aren't educated in reading those contracts and they trust the realtor with all due respect to realtors. You are aware of that one family, there is that gated community and the homes are right next to the arroyo and it was dry and then a flood came and it just went up so high that the home actually was flooded and the people there lost their home and subsequently they were older, like 80 or 90 and he died of a heart attack and she had to move out and she had to move out. I think she moved in with her children I don't know. But that was a tragic story I heard when I was running for city council and that just stayed in my mind, and I can't imagine being in that situation. So that is why I bring it up and it is not a criticism of anything or anybody it is just a concern that I have.

Sara Gonzales said we do a lot in order to update our maps so it is reflected on our zoning maps when people are looking at properties. We designate our open spaces so that people understand that it may be a park or it may be in arroyo and it may impact you. With us going to our new code we definitely identify things that are drainage structures as opposed to park structures to try and inform the public a little bit better. It is a little bit easier to know what they are adjacent to and around.

Councilor Mattiace asked I noticed that this is under the 2001 Development Code, could you explain the reasoning?

Sara Gonzales said the process started in the 2001 zoning code because there was a petition submitted at the time of Realize and in order to not lose any momentum the applicant chose to continue to move forward with the 2001 zoning code. If there was ever a case or a clause when they would choose not to move forward, they would have the zone change once implemented and in place. From here we can work with the applicant to move into our Realize Las Cruces Code where the zoning can be modified and changed.

Councilor Mattiace asked what utilities will be provided in the new subdivision? Will there be natural gas hookups?

Paul Pompeo said there will be water, sewer, and gas provided by the City of Las Cruces for this development.

Mayor Enriquez asked I know Councilor Flores brought up the issues, the arroyos, flooding, running water, and things but just east of that is there not a dam already that is existing?

Paul Pompeo said yes there is a dam associated to the east. However, that dam does not modify our controlled flows that go through this particular property. As I stated previously, there are two major arroyos that flow through the southern side of this property and those have been mapped, not by myself actually in conjunction with the city's East Sports Complex. That study was prepared for the city of Las Cruces by another engineering firm. We have taken that flood data, projected it through this property and that is what the basis of the mapping is before you.

Tim Jenkins, Member of the Public said this is just a little side note. I live out there in

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the Sonoma Ranch area and just for you guys to know I sent pictures to Chris this morning but up there at Sonoma Springs and Calle Corte, at that intersection we got 2 inches of rain in less than an hour last week and all the water from the Sports Complex came down into the neighborhood in to the middle of that intersection and we had four and half feet of water. It is a major concern to me that something is not right about the engineering out in that Sports Complex area and I sent Chris pictures, but I think that needs to be addressed. It seems like we have got a major problem.

Grant Eggert, Member of the Public said I live on Monument Court which is adjacent to this change. Along these heavy rains, along Calle Jitas Boulevard we have an incredible amount of mud and dirt going into the neighborhoods from this area and my proposal is to build a wall and create a drainage pond in the corner there so that we can capture the water and we won't have the mud going into the neighborhoods that we would just have water. I am really excited for this project. In my backyard I see a nice mound of dirt and then beautiful mountains so I would like to have a big wall or desert landscaping or something and also keep the beautiful mountains. I think they just need to do something about the water situation.

Diane Starbuck, Member of the Public said I live on Petaluma Avenue so this is really going to affect our neighborhood. I share the same concerns as Councilwoman Flores about the arroyos. In the northwest corner that is the newest development, that big swath of open you see is an arroyo and I recently learned that our HOA is responsible for that. It has had erosion problems since it was built, which have always been fixed but it seems that every time it rains there is a washout. The water is not running down the middle of the arroyo, it is running down on the northern side closer to the new homes which back up to a rock wall. So, I am concerned about the arroyos and HOA's responsibility, essentially us the homeowners are having to pay for the arroyos. The signs for the zoning changes were posted along Pagosa Hills. That is the south side of Calle Jitas and there were none that I could see north of Calle Jitas and that is the first area to be developed. So, I was a little concerned about that but most of my neighbors that I spoke to they did receive letters from the city telling them what was going on. So that was good. Calle Jitas is not 100 feet all the way out. After you pass Petaluma it is one lane that goes nowhere so I am hoping that is the part that is going to be built out for construction vehicles and while I appreciate notification of construction vehicles on my road I would prefer that there would be none at all.

Kate Wagley, Member of the Public said I live on Pagosa Hills Avenue so this is probably a good time for me to talk. We are concerned about the linking, not only during the construction period but where traffic will go once all of this is built out and Pagosa Hills Avenue is a single lane road, and we are concerned that all of the traffic will go up and down Pagosa Hills Avenue coming in from three different arterials. So, we would hope and recommend that those arterials lead directly into the new developments rather than directing around and through the smaller streets. That is a big issue.

Liz, Member of the Public said my house is right in front of Pagosa Hills too so this is going to affect me. I have a couple of questions. I am wondering what the difference is between open space and natural conservative space is? And how many acres are

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you allowing for each of those things? And my other concern is that we do have bus stops on Pagosa Hills and how is this construction and traffic? The traffic speed limit is 25. They don't go 25. It is not going to get any better with the extra traffic.

Sara Gonzales said you have open space, that is going to be your arroyos that is going to be designated as drainage areas. You also have open space that is natural which means they are not disturbed at all. Arroyos are generally not disturbed but there may be embankments that basically protect homes or protect properties and so there may be just a regular disturbance in just flow patterns, but they are still considered open space. They are non to be touched. They are to be maintained or directed in those areas. When you are dealing with just open space for drainage a lot of times you would tend to see drainage ponds. So, they may have slopes that are protected. There may be riffraff that may be put into the end of them so that the water can actually slow down. It depends on how they are actually developed and built. Each one serves a different purpose as to maintaining the water that they are actually encompassing.

Councilor Flores said my concern is that, I guess this is a done deal but there has to be some kind of buyer beware notices going out to perspective buyers or the residents because you can't control where water goes. You may say we are going to put a wall up to keep the water from going, well the water can rise above the wall or it can seep under the wall and/or the arroyo can go a direction that you think it wouldn't go there because the dry arroyo has been there forever and then the water comes in and then there is a new design in that flow so I don't know how planners do it. I don't know how engineers look at it. How do you plan on mother nature or whatever you want to call it, water, you just can't put it in a tube like in a playground place? This is real water, you can't channel it.

Paul Pompeo said your point is well taken. One of the bigger issues that has caused problems from the past is trying to control or redirect mother nature and under current thinking we don't mess with mother nature. So, what you see as far as what is delineated on the map is going through accurately mapping where the arroyos are flowing now with a slight set back as simply staying away from the arroyos. In other words, there is no realignment we are not making them narrow we are not basically touching them at all. Leave mother nature alone and let the arroyos be where they naturally exist at.

Councilor Flores said I understand what you are saying. I don't think you understand what I am saying. I am saying that irrespective of how you have planned it with all due respect the water is going to have a mind of its own and that is a part I am concerned about because that is a situation that happened to that elderly couple over in that gated community where the water rose so high that when I went to go look at it I couldn't believe that their home was flooded. So that is my point, and I just wanted to say that loud and clear. I think there has to be buyer beware type of notification for prospective buyers. Otherwise, I think it is unethical and immoral.

Paul Pompeo said now days we run the flow down the arroyos, we put safety factors in and what you have seen in the past is where we get into issues that you speak of

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and I know exactly where you are speaking of is when you try to control the arroyo or channelize the arroyo or convince the arroyo of water to go another direction. Current thinking is we just stay away from the arroyos, give an ounce or a little more for factors of safety but stay away from the flow paths because that is where they have been flowing for a million years. Just stay away from it, that is the current thinking and that keeps us out of trouble for the situation that you have described.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Ordinance No. 3093.

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

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

8.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 26-017: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001140 WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE TO LAS CRUCES HOTEL MANAGEMENT CORPORATION, D/B/A HOTEL ENCANTO DE LAS CRUCES LOCATED AT 705 S. TELSHOR BOULEVARD, LAS CRUCES, NM. 88011.

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

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-017.

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

8.2 RESOLUTION NO. 26-018: A RESOLUTION ADOPTING A FOUR-YEAR STRATEGY FOR EXPENDITURE OF FUNDS FROM THE TELSHOR FACILITY FUND OR OTHER APPROPRIATE FUNDING SOURCES FOR HEALTH-RELATED PUBLIC SERVICES.

Sylvia Caldera, Housing and Neighborhood Services Program Specialist gave the overhead presentation.

Adolfo Cardenas, Accounting Supervisor continued the presentation.

Councilor McClure asked is this where we were giving out sort of flat fees for every

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non-profit that applied at one point?

Natalie Green, Housing and Neighborhood Revitalization Administrator said the committee has historically given the same funding for each non-profit through the competitive process.

Councilor McClure said this just reminded me that if I wanted to suggest something it would be going for greatest need and I am not sure if that has the most impact, so I just wanted the community to be very aware of it. Maybe funneling more to certain things would be more helpful.

Councilor Flores asked the Telshor Fund, I am okay with keeping my checkbook on check but I am not okay with millions of dollars but what exactly are we doing today that is different from what we have done in the past? Don't we allocate monies to worthwhile entities, non-profits?

Adolfo Cardenas said as of June 30, 2025, every investment that is in that fund is invested in the state investment council. The reason for that is because it is available. It is available for budget, for commitments, so let's say that we invested in TIDD builds for instance, that money would not be available, the reason as of June 30th everything is in the state investment council because it is available in case something is needed you can just pull it for that project.

Natalie Green said today's action authorizes the health-related public service program for four years so normally we do that competitive application process in the fall but we don't want to do that until council has made the commitment to be able to fund this program for the next couple of fiscal years. So that is what today's action is.

Councilor Flores asked the numbers we see here are \$44 million plus, that is all of the money in the Telshor Fund right now?

Adolfo Cardenas said as of June 30, 2025, that is the actual cash balance.

Councilor Flores asked is this being distributed to different entities or different ways of doing it or how does it change the way we have been doing it for the last 7/8 years?

Natalie Green said the bulk of the funding for the Telshor Fund is in an investment account and it generates interest and so the cash balance so to speak, it is almost like stock if we were to sell all of our stock that would be the value of the day that we sold it. That can vary from time to time. So, we take the investment income or in this case up a portion to \$600,000 and we run a competitive application process and then we come every year in May before our budget adoption and allocate up to \$600,000 to our local non-profits for services to the public.

Councilor Flores asked this is money that is interest money, so it is going to be spent accordingly?

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Natalie Green said if the resolution is approved today, we will take up to \$600,000 of the interest earned for the next four years and award that to local area non-profits providing services.

Councilor Flores asked the usual services, or the mental health?

Natalie Green said it would have to be direct services to public that meets the definition of both the health related public service programs and the anti-donation exception.

Councilor Flores asked don't we already do that? That is where the Telshor money goes, those entities. Is it going to expand to more entities for more services?

Natalie Green said council approved this program for four years and it has since expired so we are just renewing council desire to continue to fund this. So should it not be approved we would not do the process.

Councilor Corran said just to follow what my fellow council members have said, \$44 million produces significantly more than \$600,000 of interest every year. Correct? Is that part of this graph that we are seeing here?

Adolfo Cardenas said yes, it's \$44 million and as you can see fiscal year 2025 on the investment income and on the capital appreciation for that year it was a little bit more than \$4 million.

Councilor Corran said in theory the Telshor Fund is helping community needs but we are throttling it by keeping it at \$600,000 and I guess I am asking this not necessarily about this particular topic, but I am asking sort of philosophically why? I remember when we moved from \$400,000 to \$600,000 and there was actually less in the Telshor Fund at that time than there is now and I guess my question really is one of both function and sort of what are we doing here with \$600,000 which I tend to agree that I don't think that \$33,000 for each of those community organizations which I am really glad we do, I don't think it is enough in most cases. I think most of those community organizations could use more and so I guess I am sort of asking us maybe not as a function of a question but as a function \$4 million a year in interest in addition to I know things like loans that come from the Telshor Fund are also being paid back. We are back filling a lot of things. I am just interrogating I guess why \$600,000 and why not more because it feels a little weak and hoarding to me to only distribute \$600,000 a year. I am just sort of expressing that. Not that I am not opposed to authorizing, does this commit us to \$600,000 for the next four years?

Adolfo Cardenas said we need to keep in mind that is the actual as of June 30th, this fund already has commitments for fiscal year 2026 and the commitments for fiscal year 2026 is up to \$24 million. So, if we take those into consideration and in reality, we need to subtract those \$24 million out of the \$44 million.

Councilor Corran said even if we assume a regular, similar return that would be \$2 million of interest that we would get from the remaining amount so that still seems like

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a pretty big difference between \$600,000 and \$2 million. So, I get it, and I understand all of that and I am not trying to be difficult here I just think holding onto cash when community agencies could really use it seems like not that great of an idea.

Natalie Green said part of our feedback loop to council especially during the budget process is to ensure that there is still sufficient funds in the Telshor. While this sets sort of the baseline in theory council could allocate it additional funding should the Telshor see an increase or a decrease so that we can work with our finance in the upcoming budget year to make those considerations or at least give you that reporting annually so that council could make an informed decision.

Councilor Corran said I would really appreciate to know the gap of what we are making in interest and how much we are distributing to folks when we have these upcoming conversations.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-018.

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

8.3 RESOLUTION NO. 26-019: A RESOLUTION APPROVING A \$6M HOUSING TRUST FUND LOAN AGREEMENT BETWEEN THE CITY AND PEACHTREE CANYON APARTMENTS II LLLP FOR AFFORDABLE HOUSING DEVELOPMENT.

Jan Lauterbach, Housing and Neighborhood Manager gave the overhead presentation.

Councilor Flores asked is this for middle income people?

Jan Lauterbach said all tenants in this complex would be earning up to 60% of area median income.

Councilor Flores asked which is what? Do you have that number?

Jan Lauterbach said yes. Right now, we are looking at let's say for a household size of 4 we are looking at \$42,420. So, you would be earning less than that.

Tom Andrews, Thomas Development Group said really appreciate the cooperation and the support from the City of Las Cruces to support this type of housing project. It is a unique combination of federal, state, and local funds and these projects don't happen unless there is this type of community support and recognition of housing in their community. Phase I is a little over 50% complete. We expect to break ground in phase II early September at this point. The weather seems to be holding, and we think we are going to start making some really good progress on both projects.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to

Approve Resolution No. 26-019.

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

8.4 RESOLUTION NO. 26-020: A RESOLUTION APPROVING AN AFFORDABLE HOUSING GRANT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND TIERRA DEL SOL HOUSING CORPORATION FOR DEVELOPMENT OF INFRASTRUCTURE OF SKYLARK SUBDIVISION 5401 CENTRAL, LAS CRUCES, NEW MEXICO 88012.

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

Councilor Bencomo asked I think I sneezed, and you said the number of units?

Natalie Green said 32 lots.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-020.

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

8.5 RESOLUTION NO. 26-021: A RESOLUTION APPROVING AN AFFORDABLE HOUSING GRANT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND NORTHWEST INTEGRITY HOUSING CO. FOR THE MULTI-FAMILY AFFORDABLE HOUSING PEDRENA APARTMENT COMPLEX

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

Councilor Mattiace said Natalie and the Housing Department even though I have not been here to see all the ingredients that went into these hamburgers ultimately it looks like it is going to be a good product, and I just want to say thank you for quite an improvement in District 2 for this senior development. It looks really good. I think it is going to be quite an asset.

Councilor Flores said I just want to thank you. I think that you are distributing funds all over the place and making homes available for people that would otherwise wouldn't have them.

Natalie Green said it is certainly a team effort between both council and the staff and then of course our partners at the state who are funding many of these projects.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to

Approve Resolution No. 26-021.

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

8.6 RESOLUTION NO. 26-022: A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE LAND HOLDINGS, LLC FOR THE PURCHASE OF AN 11.797 ACRE SUBDIVISION LOCATED NORTH OF PEACHTREE HILLS ROAD AND WEST OF RED HAWK GOLF ROAD FOR THE PURCHASE PRICE OF THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$3,250,000).

Diane Bustillos, Real Estate Specialist gave the overhead presentation.

Councilor Flores asked who owns the holding company, do you know?

John Moscato, Member of the Public said the owners of Sierra Norte Land Holdings are Royal Jones, Dean Rigg, and myself.

Councilor Mattiace asked explain to me how it brings wealth building opportunities for the Las Cruces residents? Maybe you could just expand on that statement?

Natalie Green, Housing and Neighborhood Revitalization Administrator said we will work with our non-profit partners to do homeownership programs for first time homebuyers. Often times the home is their largest asset and then part of the purchase we will either subsidize a portion of the purchase through the land cost and it creates equity and wealth within their home. Your home becomes your asset, you have unrealized equity until you sell it but often times it is very much a hand-up for our first time home buyer families who otherwise wouldn't become homeowners. It will be a similar program to Skylark just we are buying an as built subdivision.

Councilor Mattiace asked do you see any risk at all in this particular budget?

Natalie Green said our single-family ownership program has been one of the most successful. If there was a foreclosure, like market foreclosures are somewhere between 7% and 10%, our affordable housing programs are less than 1% of 1% for foreclosure rates. I don't know if Rose is still here, but I think in all our time we have only seen maybe one foreclosure and it is because that person died. We see very little turnover in our homeownership program.

Councilor Bencomo said I don't have a question, I just want to put a real fine pin on what just happened here today on the last four items. That is 452 new units of housing for our community. I know that what we did today was just part of the process. We have been talking about these for a long time, but I just wanted to highlight and underscore the power of that. The power of your team and the power of partnerships in this community and the commitment that we have to addressing our

housing crisis and so I just want to elevate that because it is really powerful.

Councilor Graham said I also want to point out we are talking about all different kinds of housing unit options. We have single family homes, we have multifamily homes, we have a community dedicated to seniors. So also pointing out housing is never a monolith, and I just want to applaud the work that we are all doing together as a community to recognize that.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-022.

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

8.7 COUNCIL BILL NO. 26-002; ORDINANCE NO. 3094: AN ORDINANCE FORMALLY APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT.

Gabriela Prats, Grants Manager gave the overhead presentation.

Councilor Graham said I just want to point out how amazing this program is. If you read down into the weeds. First of all, we are working with a bunch of community partners. We are targeting the infill development overlay, I believe, those thirteen thousand or so they are not all going to get this but one thing that really jumped out to me is that one of our partners is DACC. This is also going to be some workforce development. I don't know if you want to talk about that a little bit or I am happy to.

Jenny Hernandez, Sustainability Officer said there are lots of different layers to this project. You all may know it as Plug in for Good. Essentially this is the vehicle to fund our Plug in for Good Program and so there is a workforce component to it. Unfortunately, we have an additional grant that would pay for the workforce component that we have lost due to the administration change and so we have some funding in our fiscal year 26 budget that you all have approved that will still support the workforce program and it is in partnership with DACC, specifically the audit portion. We were able to get them certified to be able to train auditors which this program needs and so their auditor program will actually be serving as the auditing component of this program and we hope and are working diligently with our grants team to find additional funding so that we can continue to expand on that and offer the additional services that we had planned and hoped and anticipated to which would be to actually pay for some of the testing. It can be really expensive sometimes for that testing and additional certifications for the installation of these products. For example, when you are installing heat pumps, you can be like, it depends across the brand, you can be certified in the specific brand. We had wanted to help pay for those certifications as well to the workforce that would be doing this work and we are targeting small businesses and so our hope is that we can work with mom and pop shops and really develop their skill set so that they can then be poised to apply for

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bigger projects that the city has to offer later and so this would really open a kind of entry point for them to get familiar with our processes but also give them the resources to then be able to hopefully expand their business and tap into some city projects later on.

Councilor Graham asked when you say audit, you mean the energy audits, correct?

Jenny Hernandez said yes, the energy audits.

Councilor Graham asked can you explain what an energy audit provides to a household?

Jenny Hernandez said we have steps that we will take in this process. First the resident has to apply. They do have to be low income and so we will walk them through that process to make sure that they qualify and then we will schedule them for an energy audit. So essentially what an energy audit is, we go into their home, run some tests to see how effective their current unit is working and so obviously they don't need a new unit we won't put one in and then to see how leaky their house is and so when I mean leaky I mean is there any energy escaping from their house through the windows, through their doors and can we help them better insulate their house so when we put on a new AC unit they are not wasting energy and their utility bills aren't rising and so that test that will really give us all those answers to understand exactly what we need to do in the house and kind of shape the scope of work that we would then ask the small businesses to help us with and so that is why it is super critical to have that energy audit component first because we don't want to do worse in people's homes. We want to make sure we are improving them correctly based on the kind of science behind an energy audit.

Councilor Corran said I would just add that these arguably should get added to the total because this makes folks homes more livable. I think, and really is doing something really important to keep people in their homes in the face of things, but I just wanted to add I had DACC graduates of this program that did an energy audit at my house. So as Jenny sort of outlined they come to your house and point out the things, they attach like a big vacuum blower to your house and suck out all the air and then measure how much the air gets exchanged within your house I think is the very basic science of my understanding of what happened and then they go around and measure she said leaky things. In my house almost every single one of my electrical outlets was just bleeding air. So, like burning hot air was coming through my electrical outlets because they weren't really very well insulated and just after I had this audit my exchange rate was 9 and I think the ideal exchange rate is like 4. Everyone else that they had ever done was 11. So, if you all have the opportunity to do this that is what you should shoot for, less than 11. Anywhere less than that is what you should hope for, but it was really helpful for me because it did give me places where I could make very small changes in my house in just putting certain types of insulation on things and it was students from DACC audit program who had just completed it and it was a very cool process. I just want to say thank you for advocating for this and please keep us posted on how it goes because I do think this is a way for people to stay in their homes and afford their homes and continue to remain in place as long as

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they possibly can so thank you Jenny for your leadership on this. I really appreciate what you all are doing.

Councilor Mattiace said I just have some questions on going in and doing the energy audits and making it less expensive for homeowners to operate their home. There is no bias in the call of the homeowner. Let's say they wanted to go all gas or all electric, all solar, in other words that is open to the homeowner, correct? In other words, this particular funding doesn't necessarily lean towards the Decarbonization Act, does it, or not at all?

Jenny Hernandez said so we have specific requirements with this grant that we have to meet. One of those is that we do and if they are eligible and the home is deemed a good fit, we do have to put in a heat pump. That is a part of this source of funding. However, we will not go in and electrify any other appliance unless funding is available after the remaining of what each house gets allocated, and they are deemed a good fit and so the only other appliance that we are considering is a heat pump water heater and that again there are very certain things that make that an easy option. I can give you an example, we have already started pre-vetting some residents for this program and a lot of them have an electric water heater already but it is not good and it is older and it is on its way out and so they would be a good candidate to get a heat pump water heater. So, if we have funding left over there is an option for that to be done but that is the only other electric appliance that we are considering as an opportunity but the heat pump is an electric heat pump because it provides both heating and cooling using electricity.

Councilor Mattiace said that was my concern, the message to all the residents in Las Cruces is that they will always have the choice. In other words, they will have the choice whether they want natural gas, whether they want electricity, solar. The choice will not be taken away from them in using grants or using persuasive methods of installation. You know sometimes we tell people that an all-electric home is less to operate and that is not true in other words a gas operated home is less expensive for people that are on less income and so I didn't want to take that option away from them because that is what we are all concerned about is affordable housing and affordable living and having people actually be able to live with less expenses in their home. It is good to hear that it is not a plan to go all electric, so I appreciate you saying that, thank you.

Jenny Hernandez said I just want to note that we are very sensitive to that in that the grant also if you want to get really technical, the grant requires an SIR, which is a savings to investment ratio for a certain number which would make us do an analysis to make sure that we are not increasing utility cost and if we are there is a deep dive that we have to go on justification and in some instances depending on what kind of unit they have it can create a utility increase but in those instances we have already signed up or saved spots for all our thirty residents of this program if they are interested and want to sign up for community solar which will guarantee them a reduction of energy savings per month and so again we will have to do analysis to make sure that is not happening but that is a component of the grant. We are very sensitive to that.

Councilor Mattiace said that is good that all the alternatives are available. You know that they have a choice.

Lucas Herndon, Member of the Public said I am the Energy Policy Director of Progress Now New Mexico, the title I have had for eight years, and I am very excited for this city to take advantage of this CEED grant. I was actively involved in passing the bones of the project in 2022, as well as for the funding for it this year through the Community Benefits Fund. I am just really over the moon to see the city that I live in that I call home take advantage of something that I have fought for at the state level and to the Councilor’s point earlier this is providing affordable housing for people who already own their homes. Statistically for people who already own a home it is not only their greatest asset but also their greatest expense and usually that expense has to do with the utilities and the upkeep of the home and so providing this funding to make it more affordable to live in your home is wonderful and just to the point that was being spoken about I would remind Councilor Mattiace that according to the LCOE, the Levelized Cost of Electricity in the United States right now, the most affordable energy that comes from onshore wind at \$27, next to solar PV, solar energy which is \$29 and then the next closest is gas combined cycle of \$45. So, it is actually far more affordable to draw in electrical energy from renewable sources in the United States across all points of energy production and so if we are talking about making living in your home affordable than electrifying it. Great job, kudos, thanks, keep going, appreciate all the work you are doing.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3094.

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

9. BOARD APPOINTMENTS

9.1 FERNANDO BAEZA

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to appoint Fernando Baeza to the Historic Preservation Committee.

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

9.2 NORMA HARTELL

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint Norma Hartell to the Historic Preservation Committee.

RESULT:	Carried
MOVER:	Councilor Becky Corran

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

9.3 ROSANNA TORRES

Councilor Johana Bencomo moved, seconded by Councilor Cassie McClure, to appoint Rosanna Torres to the Historic Preservation Committee.

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

9.4 JEREMY WILLIAMS

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to appoint Jeremy Williams to the Parks & Rec Advisory Board.

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

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1

None.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I want to do a shoutout to Project LIGHT, particularly Wes Smith and Mindy Fowler who came to speak at the Juvenile Justice Continuum. They dug into their call stats and shared that one out of four calls involved the ages between zero and eighteen and how call volume changes between the time kids get out of school and when parents come home. Spoiler, it is way higher when parents come home. Chief Daniels, I would really love for the presentation and more if possible shared with the full council when Wes thinks it is ready.

I want to share about two other meetings I have had. The first was with Las Cruces Recovery Center. They spoke about the success they have seen with their clients struggling with addiction. The struggle the center has had is finding sober living options for those transitioning out of their care. They asked me, is there anything the city can do and what would that look like with their help? Their clients need more housing options but Las Cruces as a whole needs more options for rapidly housing many different populations. This bubbled up again when I went to the Criminal Justice

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Coordinating Council meeting, a statistic from its strategic plan that in 2024, out of the 849 cases of domestic abuses actually made it to trial, only 29 had successful outcomes and I am a little dubious of what that means. That is .03%. The top reason for not progressing was the unwillingness for victims or witnesses to testify. Which is completely understandable but what if those victims had more options for leaving, for housing? Would that have helped? Which victims stay because they have no place to go quickly? Sort of a sidebar from my regularly programmed speech here is that we got an email from La Casa yesterday that said, "we are looking to connect with fellow community leaders and advocates for expanded domestic violence services and shelter in Dona Ana County." They need options. We need options. We need to look at more options for housing. The conversations I have had with staff on things like tiny home villages, emergency shelters, or pilot homes have alluded to the financial risk of these temporary investments. They are right, they are not supposed to be long-term investments or complete solutions. They are transitions from one situation to the next. A welcoming place until we continue to work on our traditional housing stock over the next few years with developers and legislators much like we have seen today and aren't we a welcoming city? We are. We have seen that through the migrant crisis of 2019, but we will start to see more refugees, not from other countries but other states. Maybe they come because they are pregnant and denied prenatal care like in Tennessee because they are not married. Maybe they are trans and need to give up a life in Florida and receive health care here. They are starting from scratch. Maybe they are a college student whose grant funded job was cut by a federal mandate, and they can't make up the cost for their room in their shared apartment but hey they still have their job, no they just have their car. We need options. They need options. Along with the financial cost and the risk of considering more options I ask what is the cost of inaction? What ripples happen in a community when a child watches a parent be beaten because they have nowhere to go? What happens when a Veteran is on a yearlong housing waiting list? Do they debate if they wait that long? What if they don't stay with us? What if someone in early sobriety has to return to their previous unstable environment without support? Will Project LIGHT get that call? I would like to make a different call. I would like to call for a Work Session before the end of the year to see how we develop options for transitional living that include pilot programs for emergency shelter, tiny home villages, and pilot homes that serve multiple populations. I want to include stakeholders like Las Cruces Recovery Center, La Casa, Habitat for Humanity, NMSU, Community of Hope, our churches, our LGBTQ+ community, our Veterans, our business leaders along with others who understands our need for more options.

11.2 COUNCILOR MATTIACE

I just want to share that I attended the meeting with Cassie and City Manager what they call tiny homes, less expensive homes and looking at what we have done. It has all been good, from Amador Crossing, that averages about 375,000 a unit, to Pedrena which averages \$300,000 a unit, and this latest one which averages about \$284,000 a unit. They are all good and they are all worthwhile and I commend Councilor Bencomo on providing 542, it might be more if we use the residential homes, but we need a lot more and what this idea that Cassie brought to the City Manager can maybe address more homes for less investment. So, if we could reach 1,000/2,000 of the tiny homes and spend less and were are putting more working people and those

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that are making less income into a home. I really support Councilor McClure's idea of bringing a different design and idea to the City of Las Cruces to the Housing Department. I hope Natalie and her staff will consider it.

11.3 COUNCILOR GRAHAM

If we are throwing hats in I will entertain any possibilities on housing. So, I would also I love to see that Work Session. If I am going to see it it will have to be before end of the year so I will add my voice to that and just a kind of blanket shout out to various city departments, units. We have had crazy weather lately obviously. We have been kept up to date, this has been an extreme group effort under rapidly evolving conditions. Not just within our city but also sending support to other communities. Our Swift Water Rescue Team through LCFD has been out several times. I know Utilities, various departments have been out responding to dangerous conditions and things changing rapidly and I just wanted to shout that out.

11.4 COUNCILOR CORRAN

None.

11.5 COUNCILOR FLORES

None.

11.6 COUNCILOR BENCOMO

I did want to note that I mentioned the LFC, the Legislative Finance Committee meeting that I tuned into last week because they were talking about housing and I just have to tell you that on multiple occasions Secretary Nair who was entrusted with the Housing Department from the Governor multiple instances shouted out the good work that Las Cruces is doing. I think I just want to point that out because as we zoom out, we have the pieces in place. Like we are doing tremendous work and certainly hope to see more green chile come from the state in order for us to complete our projects but we are being recognized for the incredible work that we are doing right and I just think and you're right Mayor I didn't include in the 452, the 50 additional units that Amador Crossing provides. That math is simple math. It is not that much per unit. The facility includes so much more than just units and so I do want to just gently push back against that, but I wanted to lift up that the City of Las Cruces is being recognized at the state level for the kind of work that we are doing on addressing our housing issues. So, thank you for our partners and certainly for our staff involved in that. Also, they are here this month, the LFC committee so stop by wherever they are and say thank you and give us more green chile.

Mayor I also wanted to bring to your attention that public lands advocates here locally reached out to several of us, Councilor McClure, Councilor Corran, myself spoke to the local groups and we want to bring a resolution in support of public lands forward to hear and I have passed that information onto Sergio but I would love to get it on an agenda and really behind that it is just for Las Cruces to say that we support public lands, that we are against selling of public lands like has been proposed at the federal level and that we want to protect our national monument for as long as we can and for every single inch and every single corner of it so we would love to get that on an agenda so I wanted to bring that up today.

Lastly, I mentioned this before, Catrina and Scott, thank you so much for the office

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hours. We have responded to most of the concerns folks brought and are working on the rest, but I wanted to just highlight one important thing in the spirit of you know in talking about good things that are happening. Someone came to talk about the hidden gems/unhidden gems. The Unhidden Gems Interactive Public Art Map and this person was so ecstatic, and she was so grateful for this that she wanted to make sure that people at the city knew how wonderful this program was. I went through it myself after she mentioned it and it is really lovely so whoever's idea that was thank you and I will continue to talk about it as much as I can.

11.7 MAYOR ENRIQUEZ

Thank you, Councilor McClure, for bringing that item up and we will definitely look at having a Work Session. I too was present and I shared with you before that there is a Bloomberg Grant pending still for the City of Las Cruces, maybe a million and maybe being able to build tiny homes so hopefully we can get some of that and move forward but we will definitely push forward with the Work Session and the grant that we are talking about the \$350,000 that the Governor gave us will also help us with some of those issues and concerns and we can look at some of the strategic results that will come from that.

Last week I attended the CBA in El Paso, the Central Business Association. The Mayor, the City of El Paso gave a presentation, so I just want to give thanks to members of the city staff that were in attendance also from Community Development, Economic Development Parks & Rec, Quality of Life, and Visit Las Cruces all attended. Thank you all for attending. We always want to reach out and see what our neighbors are doing and learn from them.

Congressman Gabe Vasquez came in last week. He came into town, had a meeting with the county, with Dona Ana Community College, Parks & Rec, the City of Las Cruces talking about how good the collaboration is and what we are trying to do for the youth in our community so we will continue to do that kind of work and also get the support from our congressman and he is willing to support all of the things that we are doing here in Las Cruces from the Boys and Girls Club on El Paseo to other things to help our youth in the community.

I was also in Albuquerque last week for the Mayor's Innovation Summit that took place and one of the things was a tour at the City Hall of Albuquerque where they have what they call, it's a coincidence that we are talking about energy savings for our private citizens. This is what they were demonstrating in Albuquerque in their Public Works Department and Sustainability Department, what they call the Brain and I know they are working with members here in Las Cruces and our organization on that but it is a way to have a meter inside all of our city buildings and detect what our utilities are that are being spent and make sure we are not wasting anything and they flag things immediately so that we can invest and they have already saved about \$1.7 million a year just in their energy efficiency so that is another thing that we as a city are going to look into doing.

As Councilor Graham had stated thanks to our Fire Department for assisting those in Ruidoso and Vado but also to our Public Works also, she mentioned Utilities but our Street Department, shout out to our Southern New Mexico Correctional Facilities.

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They delivered on the 24th of July, like 560 sandbags and then the next day delivered another 400. So, two trucks went out there filled with sandbags so thank you for all your work and helping out and we will look at the public land sale as well.

On Friday a trip to Juarez with Dona Ana Community College just to keep the relations on economic development and those types of things with the Mayor of Juarez and their economic development team always looking at how we can partner with our neighbors and so that was trip that was very interesting and fun time there in Juarez.

I just want to mention that every meeting we hear comments about the lead pipes and our Utilities, and it seems that we are not taking it serious or that we are ignoring but we are not and I know the Acting City Manager Sonya Delgado will address that issue later in her comments but I will turn it over to her now.

12. CITY MANAGER REPORT

12.1 SONYA DELGADO, ASSISTANT CITY MANAGER

For Fire we received notice from DFA that we have received funding to install a baby box at one of our fire houses. The funding still has to be accepted by the council but will provide a resource that is greatly needed for the safe surrender of a baby.

For Parks & Rec, Keep Las Cruces Beautiful will be offering a neighborhood cleanup for the community on Saturday, August 16th from 8 a.m. to noon. There will be commercial trash roll offs at the following locations for the public to dispose of summer clutter. The Young Park Parking lot, and East Mesa Recreation Center, will have roll off containers to toss away trash and garbage. Arcadia Park in Metro Verde is now open for everyone's enjoyment. This two-acre park located between Starling Lane and Belmont Lane east of Red Hawk Golf Road has opened turf areas for lounging or playing, a playground, a basketball court, and a book walk. We can't wait to see you out there.

For this weekend join us for two fantastic free community events. The first on Saturday, August 9th, bring the family to our next movies at the park event at the Amador Live space to see Captain America, Brave New World. The gates open at 7 p.m. and the movie will begin at dusk. Then on Sunday, August 10th enjoy live music at Young Park for our Music in the Park Concert from 7 p.m. to 9 p.m. Get ready to groove to local variety bands Encore Band, a local Las Cruces band. Followed by the amazing R&B cover band Profile Band. These events are free and open to everyone. So come out and have a great time.

For tomorrow, Tuesday, August 5th from 5 to 9 p.m. the National Night Out Program will happen at Downtown. We hope to see you there as well. I would like to provide a couple of items from public comment. The first regarding the Active Transportation Coordinator position. This position has been reviewed and will be posted very, very soon. So, we hope to see that, and we hope that if anyone is interested that you will please apply and we hope to have this filled this time around. The other item as Mayor had mentioned regarding the copper lead comments. Beginning today at our

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city council regular meeting during City Manager comments. If there are any comments that come before during public comments, we will try to address them to provide additional information for everyone watching, everyone who is here in the audience and of course for our Mayor and council here on the dais. So, at this time, I would turn it over to Adrienne Widmer, our Utilities Director, to provide some comments on the information that came before us.

Adrienne Widmer, Utilities Director said NMED and EPA are very well aware of how we are inspecting the lines. Our initial inventory was based on our historic information which came directly from our GIS maps. We are continuing to update that as we go through, as we are looking at when subdivisions were built. What materials were used at that time, so we continually update that. The map eventually once we get to it on a yearly basis we are required to resubmit that and any additional unknown lines, we have to send out notices out to them as well, so we are continuing with that effort. A lot of our inspections are with field staff. We have been working with our funding agencies. We have right now we have applied through the New Mexico Water Trust Board and the Drinking Water State Revolving Fund. Both of those programs have been approved. We have received award letters through the trust board and a binding commitment from the Drinking Water State Revolving Fund area. Appropriate ordinances are currently under development for consideration and for you all. As far as disadvantaged populations we are going off of when a lot of areas were built. So, a lot of that is this internal area so we are focusing on that but in addition as we are going through part of our plan is service line replacement plan and that particular plan does talk about disadvantaged communities, and we have to have that completed by November 1,2027. We are in the process of hiring a third-party consultant that is going to help us put together a service line replacement plan and additional information. So that kind of gives you a little bit of an update. We have prepared a sheet on what our current process is, we have sent that to NMED and EPA to have it reviewed to make sure that we are doing everything in accordance with the Lead and Copper Rule and we are waiting for them to respond to us and so as soon as we get that response we believe that we are meeting all regulatory requirements related to the lead service line replacement regulations.

Mayor Enriquez said there was one other item that came up during public comment and it was about the weeds, and I know that our City Attorney mentioned that we are going to try to get that on August 18th to update that. It has been in the works for a while now so that should come soon.

13. ADJOURNMENT

13.1

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to adjourn at 3:50 p.m.

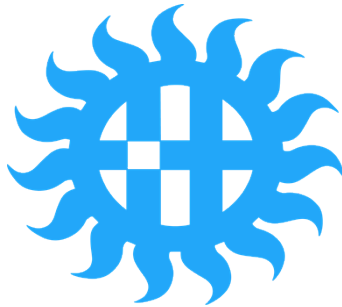
RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky

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Corran, and Councilor Yvonne Flores

Mayor

City Clerk



MINUTES

Work Session

Monday, August 11, 2025 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT:

1. PETS OF THE WEEK

1.1

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

2. AGENDA ITEM

2.1 ANNUAL UPDATES FROM ECONOMIC DEVELOPMENT PARTNERS: DOWNTOWN LAS CRUCES PARTNERSHIP, THE FARMERS AND CRAFT MARKET OF LAS CRUCES, FILM LAS CRUCES, AND MESILLA VALLEY ECONOMIC DEVELOPMENT ALLIANCE.

Celina Morales, Deputy Director of Economic Development introduced the topic.

Jeffrey Stewart, Downtown Las Cruces Partnership gave the overhead presentation.

Councilor Bencomo said I appreciate you talking about the diversification funding. I think that's really important as a nonprofit to not rely just on one source of funding. So, I appreciate you noting that and that you all have a commitment to that. I do have a couple of questions for the businesses either leaving the district, closing permanently, or even the ones coming in, do you have surveys on that information that you're gathering for the people leaving, but even the people coming in. Like why did they choose downtown as their location? That kind of information.

Jeffrey Stewart said so we don't have a standardized process as of yet, but one thing

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we do an important job trying to do is call the businesses specifically who leave and basically kind of run an audit like hey what did we do wrong? Is there something we could do better as an organization to help you out in the future or anything that we can do that might help any other organization that you can think about that might still be in our district or interested in relocating to our district. But no, not having a standardized process to do so, no, not yet, but I think that's a good idea.

Councilor Bencomo asked Celina, do we have anything from the city?

Celina Morales said so previously when Susan, she's no longer the director, now it's Lyanna, but she did do a lot of surveys for us when it comes to issues that arised. We as a city had our own surveys that she would go out and fill out and get questions on. So, we do have those on some of the businesses. I know we're trying to figure out a new process with the new leadership and see if we're going to continue the same surveys or tweak them a little better so that we can quantify that data.

Councilor Bencomo said I understand that maybe someone who's closing a business, the last thing they want to do is fill out a survey, but I think it's important feedback for you all, for us as a city. How do we support businesses better? Similarly to the ones moving out of district, that's really interesting to me, but also the ones coming in, what made you choose downtown? I think I would encourage us to think about something like that in partnership with you all. Obviously, you all are there and have those connections, so I think that would be really important. My other question was, do you have sort of an audit on the buildings currently empty downtown?

Jeffrey Stewart said yeah, so we have a business inventory list is what we call it, but essentially it includes vacant buildings, buildings that could use storefront help or placemaking or signage, things like that, but it's an encompassing list that incorporates vacant buildings, but that's part of our service contract. We have a list, but update that list quarterly, make sure it is good to go so we can give it to you whenever you need it.

Councilor Bencomo said awesome, and I think in coordination with even the TIDD, right how are we marketing those storefronts that are available and ready to use. Obviously, we don't want to sit them empty for a long time. One example I can think of is the Sun News building, that's been empty for a little longer than I would have loved to see it empty. I understand it's huge, but I would love for us to sort of how do we market that and stay ahead of that? Lastly, obviously something I would love to see and hopefully with Realize and all of these things, it'll make it easier for us to have more mixed use in the downtown, especially with living spaces. I'm curious, I know that there's at least the one apartment complex, if that is a business that you all communicate with, I would love to understand what residents of the downtown area, people who live downtown, how they see the area as well as consumers.

Mayor Enriquez said I appreciate your passion and your drive and the commitment that you have for downtown. As you can see, the city of Las Cruces throughout history is always an improvement and revitalizing the downtown, and since the investment of the plaza, we want to make sure that we continue that and we work with that. Yes, it's

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sad about the Amador Live, but that's something that we want to make sure that gets up and going and we're all concerned about that as well.

Karin Bradshaw, Farmers & Craft Market gave the overhead presentation.

Mayor Enriquez said I just want to say congratulations on all the awards, it's always great to see and it's always jam-packed at the downtown, especially on Saturdays. I was there this past Saturday, I guess there was a car show going on as well.

Karin Bradshaw said it was a normal summer market.

Mayor Enriquez said yeah, very busy, so thank you for all that.

Karin Bradshaw said hey we have fun, we enjoy what we do. We're definitely there for the community in the downtown. We like the fact that we're a steppingstone for small businesses in the community. I know some of our vendors have moved on to brick and mortars, so that's always a plus. So, yeah, we have fun.

Andrew Jara, Film Las Cruces gave the overhead presentation.

Davin Lopez, MVEDA gave the overhead presentation.

Eric Montgomery, member of the public said I am currently the serving chair of MVEDA. I want to thank you for the opportunity to speak today. I know it's been a long presentation, I just want to keep this brief, on behalf of the board. The past 30 years of MVEDA's focused mission growing economic based industries and job opportunities in our region were marked by this last years' worth of work, 30 years of results. Companies like Electronic Caregiver in the Downtown TIDD, X2nSat in the Innovation and Industrial park, Big Tuna Pipe in District 4, MCI mass markets in district 2, Palladium Diagnostics at Arrowhead Centers, Saputo Cheese and we had a list earlier of many more. I think what matters most as much as what MVEDA has worked and brought into this community is how MVEDA has shown up as a partner. MVEDA was there when Las Cruces went to Mojave and spoke to Virgin Galactic employees about making this community their home. MVEDA was there when the city stood up its Economic Development department all the way from an economic development division of three and a half FTE's under Community Development. MVEDA has been there with Elevate Las Cruces, Realize Las Cruces, and every plan, committee, and initiative that ever asked, "How can we move this community forward?" MVEDA has been a partner in helping you drive growth for your citizens. As a private sector investor, I could go out and I could recreate MVEDA's impact in house, but it would cost me 10 times more than what I give, 10 years longer to build and I'd still not deliver the reach, the insight or the credibility that this organization brings economic development. MVEDA isn't just efficient, it's essential. From the advanced manufacturing workforce report that you received copies of last year to the award-winning Automate Up program, which I'll just highlight when Gen Z is moving toward quick, consumable skills training comes out at the perfect time. MVEDA is not only responding to today's needs but building for tomorrow. At our recent board retreat, we sharpened our focus to really focus on growth, sustainability, and

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education. It's our commitment as we have restructured our board to go deeper in strategy and engagement that we will bring each of those items back to our partners including the City of Las Cruces and we invite you to become more deeply involved, to come to our board meetings, to attend our committee meetings, to see that level of engagement. We commit to you to keep building this momentum together. For 30 years, MVEDA has worked to strengthen our community's economic base. The very things that fund better schools, safer neighborhoods, and more parks and services for all is a win for all of us. On behalf of the MVEDA Board, thank you for this partnership. We've accomplished an incredible amount together and we all look forward to the next plus one, a year of growth, of action and of shared success.

Councilor Flores asked how long have you had contracts with the city to deliver?

Davin Lopez said we're probably about seven years now that we've had a contract. Before that, we operated just under a memorandum of understanding with the city.

Councilor Flores said okay, and how many businesses have you been able to negotiate on behalf of the city?

Davin Lopez said I'd have to go back and pull those numbers for you. I don't have that right off the top of my head. This goes back 30 years, I've been here about 16 years now. As I mentioned in the report, I showed you 10 years of opportunities that we brought to the city, but going back that far, I don't have that off the top of my head, but I can get that for you.

Councilor Flores said okay, in the eight years I've been on city council, I have heard you say that there are businesses that you have tapped, but we don't have what it takes to bring those businesses to Las Cruces, and that concerns me, very much. I think you mentioned Franco or something and that was an extension and there's a couple of other things out at the industrial park that may have come in. I don't know if they were here because of MVEDA, I think they were here before that, I might be wrong. My concern, Davin, is how many other clients do you have in the area? El Paso's a big one, right?

Davin Lopez said we have two stakeholders; that's City of Las Cruces and Dona Ana County, and of course the communities within it. But in terms of contracts, we have it with City of Las Cruces and Dona Ana County, and then of course we try to look for other funding channels to support it. I didn't mention it this time, but in the past, I've mentioned we have about 100 private sector partners that fund our mission and they're funding the support you know of this mission to be accomplished for the city and for Dona Ana County. Last three years we've been looking for grants as well. Their grants are very hard to come by. Some of these grants, as you may know, it pushes us into having staff to create a program and then we don't have staff to really do those things. Then it's hard for us to really concentrate on the core aspect of what our contract is, and that is industry attraction and that becomes a very expensive proposition. That's why we go, and we have diversified funding to the tune of about 1.1 million. About 550 of that comes from public sector, county and city and then the rest comes from the private sector.

Councilor Flores said okay, so when you go to these different shows, industrial type shows throughout the country, how does that work? Because I've gathered that you do that and I think there was even a trip to Asia or something and maybe other countries as well. I just want to know what the return is on all of that. I think there was that one company that came in and it turned out to be fraudulent. They were out of Fresno, California and I'm just so curious, Mr. Lopez, exactly what it is you've delivered to the City of Las Cruces. I am impressed with everything that you've reached out, how you network, but how have we, the City of Las Cruces benefited and how many businesses have you been able to land for us?

Davin Lopez said so let me talk about when you ask about trade shows. We go to industry targeted trade shows across the country, and we do it in two ways. Where we have funding available, we will actually do an exhibit there, but that becomes very costly. We don't have a lot of money to do exhibits. So, what we do otherwise then is we'll go to these trade shows, and we walk them aggressively. What that basically means if you have 300 vendors there, we're going to each vendor introducing ourselves, talking to them about the benefits of being in Las Cruces, asking them, do they have projections for growth? Are they going to be expanding? If they're not the right person to speak to, is there someone that we can get a hold of? We come back then and then we scour through, and we try to reach out again to those individuals, try to find the proper people to begin communications with. That's just one show. That one show can turn into a process, a timetable process because of second, third, fourth, fifth interactions that not only takes a lot of time, energy and dollars to do so in terms of personnel costs but also the rewards aren't immediate. I've mentioned this before in the past, we did a study on our own projects a couple years ago where from the time a company contacts us about making a decision, it takes them about 15, 16 months before they actually begin operations. That's not even talking about the time period in between or before that to establish the relationship to even put the trust to come to our area and take a look at what we have to offer. You mentioned what is the return, I guess for going to an international show like Taiwan, and I maybe I'm going to jump in front of your question. No, we don't go to a lot of countries. Mexico is a target area for us and the United States is a target area for us. Other states, other communities from all over the country, they scour internationally from India to Germany to Taiwan, China, our state included. We don't have the luxury to do that. So, when we did the Taiwan tour about two years ago, that was paid for completely by the Taiwanese delegation. Flights as well as hotels, paid for meals, I might have picked up a couple of meals for myself at the airport, that's about it. Myself along with three other states, were able to present at Taiwan business at US days in Taiwan. It's a conference trade show. We're able to present to over 100 companies at that trade show. We were able to highlight the Las Cruces Innovation and Industrial Park. Because the governor went on that trip, we were able to leverage her ability to get in front of more companies. We got in front of three or four different industry associations as well. Each of those had about 60 to 80 members that we got to pitch the same too. So, when we go back to earn media, you look at that Taiwan trip that did not cost the City of Las Cruces nothing. When as a follow up to that, we were able to get in front of a Taiwanese delegation coming to Albuquerque where we went with the mayor and your staff where the mayor had keynote speaking at that in order to talk about the benefits of living in Las Cruces, growing in Las Cruces, as well as our

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Las Cruces Innovation and Industrial park. I don't know what the value of that earned media is, I would say it's quite a bit and it didn't cost the taxpayers anything.

Councilor Flores said well, that wasn't my ultimate concern. My concern is that we're not getting any returns and I'm not privy to everything that you do. I just question and doubt how successful your organization can be, and I understand this is Las Cruces, it's not El Paso, and it's not Houston or whatever. I guess I would like to see, Mr. Lopez, more returns on this investment. It doesn't seem to be a very profitable investment for the City of Las Cruces.

Davin Lopez said so, I'll go back to the 10-year chart I showed you. This has to do with our Las Cruces contract, 3,000 jobs, 125 million capital investment over that 10-year period of time, again we go back to implant analysis to try to understand whether there's an ROI. I get it, we try to be very cautious and good stewards of the taxpayer dollars. We do at MVEDA. We try very hard to. That's why every single year we show you what the ROI is in our final reporting. Every single year we do this. I mean I guess we can agree to disagree, but our numbers show that based on the resources you provide to MVEDA, we're providing a very strong return on investment. Do I want more? Do I want to achieve more? Absolutely!

Councilor Flores asked is the ROI exclusively representative of the ROI in Las Cruces?

Davin Lopez said that is correct, we have a separate ROI that we show to the county based on their investment in us as well. Again, this utilizes expected GRT and I'm not going to say that implant data is perfect because we'll never know unless the state reports to you and you report back to us every tax dollar that comes in. We don't have that luxury. Implant data is nationally recognized, and it tries to estimate what that ROI impact analysis is to a community on a result of bringing a company to the region.

Councilor Flores said it seems like at this point you would have pivoted because there's a lot of things Las Cruces doesn't have and that's what we hear when you report we don't have this, we don't have that, yada yada, I'm just concerned that's not going to change, it hasn't changed in eight years as far as I could see. So, I just want to lay that out to you, Mr. Lopez, and I just hope that my colleagues and the departments in the city who are keener on this, I'm not an economist, but I am a lawyer, and I question a lot.

Davin Lopez said I appreciate that you're questioning because we do the same thing. I can show you the data we have. Would I like more resources to accomplish more? Absolutely. But the pivoting we have done is try to make ourselves more competitive. That is why we went out and started that private sector incentive. I've been saying for years we needed one, a local incentive so we can close deals and do more than what the state provides to us. We went and did that. It's not a lot of dollars, but it's something we went out to get. Same thing with skill set development, trying to understand the gaps that were taking place that we needed to prepare for technology jobs of the future for our residents. We went and created that program. Same thing with the development program I was mentioning. You know I've been saying it for

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years. When we have the PRC, we need developers to see Las Cruces, want to invest in Las Cruces, but we never had a pathway to get there. We're pivoting to put these tools in place so that hopefully we can become a better platform and be able to attract more and more companies. Believe me, I want it. But I also think we need to have strong conversations about what investment is needed and I think we need to have conversations about the willingness to make those investments. I've been asking for years for resources and a lot of times I'm asking not for resources to go to MVEDA, I'm asking for resources like the incentives and things like that to help us close deals. But I think we need to have an honest conversation together about, do we want to go after industry attraction?

Councilor Flores said that's exactly the conversation I'd like to have and that's why I'm asking the questions I'm asking, and I think we have a lot of talent in this city, in our staff here at City Hall. In fact, we have people who are absolutely brilliant and we're very fortunate to have them as part of our staff and it seems to me that that would be something you would have been working on and not wait 10 years or whatever it is and see that there's very little returns. So, I don't know, I think I've expressed my dismay and my disappointment, and I secede to my colleagues.

Ikani Taumoepeau, City Manager said I just wanted to share something, and have it returned to the council for comments, but just something to bring to the attention. These are discussions as we've brought up with MVEDA before. They are a community partner, and I appreciate the presentation. One thing I do want to bring to the forefront I was impressed with Davin a few months back or maybe a year ago, you had brought some creativity. I think it was good because you had mentioned the word incentives. Incentives is something that is critical to attract any type of industry to Las Cruces as our council knows and I thought it was impressive, and I wanted to share the opportunity that Davin brought. Remind me, Davin, when it was, was it the foundation? Was it the board where we were talking about bringing more money to the pot? So it was a matching grant. You found incentives with the foundation. I thought I'll turn it over to Davin, but I just wanted to bring that forward because incentives are tough, especially when they come from our general fund. So, we're always looking for other additional funds. So, I thought it was great for Davin reaching out to the community and looking out for additional incentives where we could match that. So, could you talk about that again?

Davin Lopez said so, that had to do with the El Paso Electric, New Mexico Economic Development fund that came out as a result from the merger that took place with El Paso Electric a few years back and one of the things we we're thinking of doing with that is having a private/public partnership in terms of bringing value to a company to close the deal, especially on the developer side because right now in the state of New Mexico, there are no incentives that attract a speculative developer. So, one of the things we were thinking of is we are somewhat land rich I guess is what I'd say with our Las Cruces industrial park, but maybe we don't have the cash value whereas though this program, we could leverage the cash value of incentives combined with perhaps putting land on the table as part of the package to get the developer to make the commitment, get past the hurdles so that they would take the risk in going vertical into our community and build speculative development.

Councilor Bencomo said of course I've already expressed this to the city manager. I of course wish this would have happened before the budget session in May, because I do know that at least two of you in this list asked for increases to your contract. I just wanted to have this conversation and Mayor I do have more general conversations. I'll ask my specific MVEDA conversations but then get it back to my colleagues, but I do have general conversations for staff after regarding that process. Anyway just so that I'm clear, Davin, I want to finish really with this like willingness to invest conversation, but before I get there, I have some questions. On this page 10, just so I'm understanding it clear, year to date from recruitment to signing the dot, there's a new business here that has been five total projects, correct? Am I reading that incorrect?

Davin Lopez said that is correct.

Councilor Bencomo said okay and Councilor Flores has brought a good clarification, that is five projects in the City of Las Cruces.

Davin Lopez said that is correct.

Councilor Bencomo said okay and similarly to the 275 new jobs, those are all Las Cruces jobs.

Davin Lopez said yes, that is correct.

Councilor Bencomo said okay, awesome, I wasn't sure if the data was Dona Ana County in terms of the 20 projects that have, I don't remember what slide this was on the 20 projects that you said there was about a 55% of projects saying they had potential growth and desire to increase. What numbers are these for? Is that Las Cruces or is that total?

Davin Lopez said this entire presentation is broken out by just our contract, which is the City of Las Cruces. So, the 36 consultations were with 36 companies in Las Cruces. I think Brian can correct me, but I think our total number for the entire county might be around 65 or 76. So this 36 are attributed just to city of Las Cruces companies.

Councilor Bencomo asked can you give us just a little preview of what these 20 projects, what industry they're in? Oh, is this the graph right here?

Davin Lopez said yes.

Councilor Bencomo said okay, thank you. Sorry about that, I missed that earlier. I appreciate the clarification. Then in terms of the challenges that you presented, I think we have honestly been having this conversation for several years now in terms of what is not readily available. I'm curious what kind of industries you're hearing this feedback from. I think ultimately, right, like we're never going to be Dallas, Houston, Phoenix. We're not going to be, right? So, I'm curious if that's our competition, then I'm wondering if we'll lose next to every time. So, what are the kinds of conversations

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we're having with industry that makes sense to our region and to Las Cruces?

Davin Lopez said we will lose projects to larger municipalities, especially when you have very high numbers of employees that are needed. That's going to be the first thing that weeds us out more than anything. You're talking about a thousand, 1,500 employees, but we have to when we get those requests for information, we do take the effort to try to go after them. I've always been a big believer we can, for lack of a better word, we can hunt the elephants, right? But we are in New Mexico, we have to make sure to eat the rabbits along the way. I've always believed in that. That's why when I talked earlier about one, five, ten jobs at a time, we're very happy with those successes. Now it takes a lot longer to get to them. So, everybody seems to want the big projects, but I always say that our niche for employment is usually between 250 and 500. With those types of companies, you're looking at where maybe there's too much labor competition in a given market. So, I think those are very realistic target or companies and target industries that we go after in order to try to lure them to the area. Are they the big splash? You know, are they going to be the big Fortune 500 all the time? No. Maybe we'll get one. I hope we get one, but 250 to 500 employees is really our niche. Then we compete against primarily Arizona and a lot of Texas communities. There's the difference with Texas communities is they have a way of funding economic development that is just hard to compare with. Right now, let me explain. We have that project I mentioned where I feel we're 95% there. We're competing against Midland for that. I happen to know that. I think we're 95% there because they want to be here because we offer a little bit extra in terms of what they're not going to get over there. A university, having a university in our backyard is important. It shows that there is a future talent pool for long-term growth. These are things that companies look at that may not be the first decision-making choice of where they locate, but when we're tied with someone else, it becomes that benefit. I would say we have better quality of life than a lot of these Texas communities with more money than we can compete against. We leverage all of those factors in our discussions with companies when we're trying to bring them to the area. So, no, we're not going to be a Dallas, at least not probably in my lifetime, but we can compete for projects. One of the challenges I mentioned, and I hate to be repeating it, is that we need to just be, I think, a little bit stronger in terms of what package we can bring to the table. Of course, developing or having readily available facilities, however we get there, I think is crucial as well.

Councilor Bencomo said look, you're talking about that willingness to have conversations about investments. I'm willing to, I don't know at least since I've been here, I don't know that there hasn't been a willingness, at least from this side of the dais to have those conversations. I think for me the important factor to sort of highlight is that I want to make sure that we're talking to folks that make sense to the region that are sustainable that are responsible. Our neighbors in Tucson just voted down a very water intensive contract for their community and I thought that was really powerful, we don't want to sell our souls to the highest bidder just for that contract. We also want to be responsible with the resources that we have. For me, when we talk about incentives and these kinds of things for bigger companies, I want to make sure that we're saying please come here and we have a negotiating tool, but I also want folks to come here and invest back into our community. Often for people we call these handouts, but for organizations and businesses we call them incentives. So, I

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want to make sure that the conversation we continue to have is one that uplifts the kind of work that we wish our people to have here in our community. I have concerns too, but I want to continue to have these conversations publicly with you all because you are partners, it's not just a contract. So that's ultimately these were the conversations that I wanted to have. Again, I have more general questions about all of these contracts, but those are for staff. So, I'll just wait, Mayor, til everyone asks their MVEDA specific questions. Oh, and then I'm sorry, one last question for you Davin. You mentioned the breakup of your budget and I missed it. You said what percentage is public dollars versus private?

Davin Lopez said we're about 500,000 in private and 550 in public.

Councilor Bencomo said so about 50-50.

Davin Lopez said yes.

Councilor Mattiace said hello there, Mr. Lopez, little different questioning and maybe you could just wrap it up and concise of all the questions I have or comments. You know, I worked with you many ribbon cuttings in Santa Teresa over the eight years that I was down at the border authority. I'm asking a little different question for challenging. I really support your organization and you know that as long as I was mayor and council and a public person. I think without your organization, Las Cruces wouldn't be doing as well as it is, as well as the county because you operate in both city and the county. In your negotiations, what I would like to know is some of the challenges you have and sometimes you won't bring it forward because it might be negative and it may be negative on this particular council, but in the last couple of years I think under the direction of Chief Story, we're seeing things in the crime statistics actually they're getting better. Where were the challenges in the last eight years when the City of Las Cruces had a high crime record, had some blight, had some El Paseo, things turning bad, kind of describe those with me. I'm interested in that. When you're sitting with CEOs like we did in Santa Teresa, they have many questions like one of the questions that always comes up is we're 50th in education. Mention these challenges and how you've actually overcome them because you actually produced results with, I think a lot of challenges. Is that a tough question or do you want to handle it?

Davin Lopez said it is a tough question and I'll try to kind of give some examples. Let me talk about taxes for a second as an example and then I'll try to talk more about some of the other things like crime and how they impact economic development. But on the tax side, we always have companies, we have site selectors that will say, well, but this tax is pretty high that you have here. We always have to tell them, you need to look at the entire package. You need to look at everything together. Compare that to Texas together because maybe Texas might have no income tax, but our property taxes are much lower. So, we want them to know the entire story and a lot of our dialogue is really letting them know the entire story. Now when you mention crime, it's very similar. We have to talk about when companies are making relocation decisions, they look at crime as a bucket of decision making, that's under quality of life to them. They'll look at crime, they'll look at health care and they'll look at education. They're

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going to combine those three in terms of their decision making under that quality of life category. The quality of life category comes behind other things like is there the right land, is there the right infrastructure, is there the right labor force, is it the right skill sets, are there other ancillary benefits to my industry from being here, but that is a conversation. So, we have to talk to them about a more holistic story and compare it quite frankly to other cities and communities. No one is free, no one is completely clear of all the challenges we face as well, and we have to make that comparison, so they see it through our eyes. That's how we talk about it, that's how we negotiate with it. We try to be honest with our clients, especially site selectors, because if we're not honest with them, they'll never bring another deal to us again. But letting them know the big picture as a whole and then making that comparison against other regions goes a long way. Even little things like, "wow, you're an hour from an airport, an international airport!" We then talked to them about well, if you were in Los Angeles, where I used to live, and I was 7 miles away, it would still take me about an hour to get to the airport. When you put it in that perspective of things, they realize then they understand, oh you're right, an hour is not too bad. So, we're always trying to tell the entire story which when you look at the entire story, it does paint a different brush. But you know even on the local level working with companies when they bring up concerns you can see safety and security is a top concern. So, it's a concern for companies coming in under quality of life, but it's also a concern for local companies as well. But again, we try to talk about what are the other benefits of being in the region. Councilor, that was a tough question, I hope I answered it for you.

Mayor Enriquez said I just want to say that to share with the rest of the group is like I remain optimistic with MVEDA and the work that they are doing and the things because of so many challenges that we face when you look at the industrial park whether it's the electricity, water, waste, the airport, we're not Dallas, we're not Houston and then at the state level we're not getting those incentives. The state economic development department has a budget and then they reduce it the next year and then it increases and then it reduces. So, we got to start at even from the top is like how serious are we about economic development. So, I really look at not how much it's costing us, but how much you are really saving us because if we had to do this alone as a city it would be very costly. So, the brochures, I say that about Carlos, my production manager. It's a lot of work that goes into these visits and these tours and everything else that we internally as a city, it would be very costly. So, I appreciate the partnership and everything you are doing. We look at costs, but then again there's another side to that. What's our savings? What is it really saving us to try to get businesses to come to Las Cruces? That's why I'm very optimistic with the things that we're doing. The last retreat especially, there's more focus and there's more collaboration with members of this community, NMSU, The Bridge, just seeing everybody come together. I think that's how it all started was members of the community saying, "We need to partner up. We need to help the city. We need to help the county." It's one of those things that goes up and down, throughout the years, whether it's interest rates, whatever challenges, tariffs now, whatever comes our way, there's that curve that keeps moving. But I think right now we're at a point where the community is coming forward and saying, "Let's all pitch in and let's help and let's put our ingredients together." So, I'm still going to stay in and make those visits and meet members of India, Taiwan, whoever you bring to the table. I appreciate it. So that we can get business here in Las Cruces. Aside from really the limitations and challenges

that we do have. So, thank you for your partnership and all the work you do.

3. **ADJOURNMENT**

3.1

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to adjourn at 3:07 p.m.

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

Mayor

City Clerk



26-030

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	September 2, 2025
Drafter:	Enedelia Vitolas	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION TO APPROVE AN AMENDMENT TO INCREASE THE ANNUAL APPROVED EXPENDITURE OF AGREEMENT NO. 20-21-089A FOR GRAPHIC DESIGN AND DESTINATION MARKETING SERVICES WITH AFFLUX MEDIA DBA NMCO MEDIA OF LAS CRUCES, NEW MEXICO TO AN AMOUNT NOT TO EXCEED \$265,000, PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.		

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

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Visit Las Cruces (VLC) is the destination marketing section of the City of Las Cruces that is tasked with attracting and promoting business and leisure travel to Las Cruces. The organization has a wide range of design, layout, and marketing tasks which need to be completed on an annual, quarterly, and ongoing basis for public outreach and internal City Departments.

On March 9, 2022, the City of Las Cruces entered into agreement No. 20-21-089A for Graphic Design and Destination Marketing Services with Afflux Media dba NMCO Media of Las Cruces, New Mexico for a term five (5) years through June 30, 2026 in an amount not to exceed \$70,000, plus applicable taxes annually. On December 19, 2022, City Council authorized an increase to \$140,000 plus applicable taxes annually via Resolution 23-071, for a new logo design and rebranding campaign.

City Council approved the following budget request in the 2026 Fiscal Year Budget, but staff is simply requesting authorization to amend the text of contract to align with the approved budget by City Council, not to exceed \$265,000 plus applicable taxes annually, subject to approved budget appropriations, to facilitate additional ad buys on behalf of VLC. This increase will allow VLC to venture into a brand new area of promotions, to pay for advertisements on streaming services Hulu and Disney+, which will reach a large audience within their target demographics, without impacting their graphic design services as they continue to build the VLC brand. It is important to note that VLC is funded by Lodger's Tax (not the General Fund), a local occupancy tax collected on commercial lodging, such as hotels, motels, and vacation rentals in the city. Funding in media advertisements is essential for attracting tourists to the area and generating revenue for the city through lodger's tax revenues.

SUPPORT INFORMATION:
[Exhibit "A" - 20-21-089A GraphicDesignSvcDestinationMarketing-Amendment2](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to amend the Graphic Design and Destination Marketing Services contract with Afflux Media dba NMCO Media to increase the contract to an amount not to exceed \$265,000 plus applicable taxes annually, subject to approved budget appropriations.
2. Vote "No"; this action will not authorize the Resolution and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution based on direction by City Council to Staff.
4. Vote to "Table"; this action could delay the implementation of the rebranding campaign of Visit Las Cruces.

RESOLUTION 26-030

A RESOLUTION TO APPROVE AN AMENDMENT TO INCREASE THE ANNUAL APPROVED EXPENDITURE OF AGREEMENT NO. 20-21-089A FOR GRAPHIC DESIGN AND DESTINATION MARKETING SERVICES WITH AFFLUX MEDIA DBA NMCO MEDIA OF LAS CRUCES, NEW MEXICO TO AN AMOUNT NOT TO EXCEED \$265,000, PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, Visit Las Cruces (VLC) is the destination marketing section of the City, that is tasked with attracting and promoting business and leisure travel to Las Cruces; and

WHEREAS, on March 9, 2022, the City entered into agreement No. 20-21-089A for Graphic Design and Destination Marketing Services with Afflux Media dba NMCO Media of Las Cruces, New Mexico for a term of five (5) years through June 30, 2026 in an amount not to exceed \$70,000, plus applicable taxes annually, subject to approved budget appropriations; and

WHEREAS, on December 19, 2022, City Council authorized an increase to \$140,000 plus applicable taxes annually via Resolution 23-071, for a new logo design and rebranding campaign; and

WHEREAS, VLC staff are requesting authorization to amend the contract to an amount not to exceed \$265,000, plus applicable taxes annually, subject to approved budget appropriations, to facilitate additional ad buys; and

WHEREAS, the increase will allow VLC to pay for advertisements on streaming services Hulu and Disney+, which will reach a large audience within their target demographics, without impacting their graphic design services as they continue to build the VLC brand.

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

(I)

THAT the Resolution authorizing an amendment to increase contract No. 20-21-089A for Graphic Design and Destination Marketing Services with Afflux Media dba NMCO Media of Las Cruces, New Mexico, to an amount not to exceed \$265,000 plus applicable taxes annually, subject to approved budget appropriations, as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. TWO

RFP # 20-21-089A Graphic Design Services and Destination Marketing

This amendment made this ____ day of August 2025 by and between the CITY OF LAS CRUCES and AFFLUX MEDIA dba NMCO MEDIA of 2001 E. Lohman Ave., Ste 114, Las Cruces, NM 88001.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated March 9, 2022, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$265,000.00 annually, plus applicable taxes.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated March 9, 2022, between the parties is hereby ratified and confirmed.

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

AFFLUX MEDIA dba NMCO MEDIA

CITY OF LAS CRUCES

BY: _____
Lucky Gonzalez
Owner

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 fv BD 07/09/2025

City Attorney



26-031

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		Adopted:	September 2, 2025
Drafter:	Gaby Prats	Department:	Financial Services
Program:	Grants Administration	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE PUBLIC WORKS DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.		

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

PURPOSE(S) OF ACTION:
To accept a grant award and amend the FY26 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 adjustment to be used by the department for the scope of work as defined by the grant agreement.

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summary](#)
[Attachment "A" - Grant Listing](#)
[Attachment "B" - PW - FY26 MAP Agreement L100650 fully executed](#)

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

Agenda Item #6.2.

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 grant award as presented and amend the City's FY2026 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant award as presented and amend the City's FY2026 Budget.
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 26-031

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE PUBLIC WORKS DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of a grant award for the Public Works Department; and

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

WHEREAS, the grant agreement that is the subject of this budget adjustment will be attached to the Resolution 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 FY2026 City Budget and accept the grant award as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Budget Summary

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2025-26

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,733,290	6,487,854	0	6,487,854
State Grants	21,868,273	24,741,996	225,000	24,966,996
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	25,601,563	31,229,850	225,000	31,454,850
TOTAL RESOURCES	\$ 25,601,563	31,229,850	225,000	31,454,850
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	8,252,886	0	8,252,886
Legal	0	0	0	0
Las Cruces Police Department	154,751	154,751	0	154,751
Las Cruces Fire Department	159,338	159,338	0	159,338
Utilities	0	0	0	0
Economic Development	1,710,644	2,428,631	0	2,428,631
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 Manager-500	0	0	0	0
Parks & Recreation	3,454,531	4,866,635	0	4,866,635
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	15,367,609	225,000	15,592,609
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,563	31,229,850	225,000	31,454,850
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

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

Today's Date: 07/31/2025

Grant Award Amount: \$ 225,000.00

Grant Agreement #: HW2L100650

Grant Effective Date: 08/04/2025

Funding Agency: New Mexico Department of Transportation (NMDOT)

Grant Team Representative: Crystal Silva

Council Budget Adjustment Date: 09/02/2025

ALN/CFDA#: N/A

Grant Reversion Date: 06/30/2027

PROJECT INFORMATION

Grant Project Title: FY26 Municipal Arterial Program (MAP) Lohman/Walnut Improvements

Type of Funding: State Capital

Match Description: In-Kind Match

Type of Grant: Competitive

Match Amount: \$ 75,000.00

Match Percent/Ratio: 25%

City Fiscal Year: FY2026

Funder Fiscal Year: FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

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

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works

User Dept: SELECT

Line of Business: Public Infrastructure

Program: Engineering and Surveying

Project Manager: Koting Lee

Phone: 575-528-3139

Email: klee@lascruces.gov

Line of Business:

Program:

Project Manager:

Phone:

Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100- 40248001-599200 - \$225,000

Expense: 4100-40248001-802000 - \$225,000

Match: 4202-40248081-802000 - \$75,000

Reimbursable Grant: ☒

Revenue Collected in Advance: ☐

Date to Accounting:

Project Number: 26650

Project Created By:

Set-Up Date:

Accounting Comments:

Contract No. D20714
Vendor No. 0000054342
Control No. HW2L100650

**MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Cruces** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L100650**, and the Public Entity’s resolution attached as **Exhibit C**. See:

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

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Three Hundred Thousand Dollars and No Cents (\$300,000)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$225,000	\$75,000	\$300,000
For the purpose stated above in Section 1.			
Total Project Cost \$300,000			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such

requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
 By: Mallory Manzanares Date: 08/01/25
83F307B82C81449...
 Cabinet Secretary or Designee

Recommended By District 1
 DocuSigned by:
 By: [Signature] Date: 07/23/25
E6BF57F83E0404...
 District Engineer

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

DocuSigned by:
 By: Sunderpet kaur Date: 07/30/25
CBDDF740FE734A2...
 Assistant General Counsel

City of Las Cruces
 By: [Signature] Date: 7/21/25.
 Title: City Manager

Attest: Christine Rivera
 Christine Rivera, City Clerk **Name and Title**

APPROVED AS TO FORM:

[Signature] for [Signature] 07/15/2025
 City Attorney Date

EXHIBIT A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. DEPARTMENT'S Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. DEPARTMENT'S Urban Drainage Design Criteria;
 - f. DEPARTMENT'S Geotechnical Manual, Current Update;
 - g. DEPARTMENT'S Action Plan;
 - h. DEPARTMENT'S Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. DEPARTMENT'S Handbook of Hazardous Waste Management, Current Edition;
 - j. DEPARTMENT'S Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the DEPARTMENT'S Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Las Cruces RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Las Cruces** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$300,000** to be funded in proportional share by the parties hereto as follows:

CN L100650 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
FY 2026 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$225,000	\$75,000	\$300,000

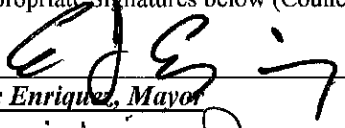
WHEREAS, the **City of Las Cruces** shall pay all costs, which exceed the total project cost of **\$300,000**.

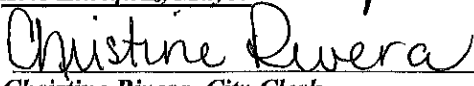
NOW THEREFORE, be it resolved in official session that **City of Las Cruces** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2027** and the **City of Las Cruces** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Las Cruces**, Ikani Taumoepeau, City Manager (name or title), shall have signature authority to bind the **City of Las Cruces** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Cruces** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Cruces** to enter into Cooperative Agreement for Project Control Number **L100650** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **East Lohman Avenue/South Walnut Street Signal Improvements along East Lohman Avenue - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Las Cruces** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)



Eric Enriquez, Mayor


Christine Rivera, City Clerk

7-22-25

DATE
7/22/25

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100650

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition) Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20-year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20-year pavement design; or
 - _____ b. 10-year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2
CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100650

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

- 1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
- 2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
- 3. That all work in Control No. **L100650** was performed in accordance with the Agreement.
- 4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
- 5. That the construction of the Project was completed on _____ of _____, 20[##]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:
District LGRF Coordinator, Department of Transportation

SCOPE OF WORK: _____

[illegible]

RESOLUTION 26-001

A RESOLUTION TO ACCEPT A GRANT AGREEMENT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2025/2026, FOR EAST LOHMAN AVENUE/SOUTH WALNUT STREET SIGNAL IMPROVEMENTS IN THE AMOUNT OF \$225,000, REQUIRING A CITY MATCH IN THE AMOUNT OF \$75,000, FOR A TOTAL PROJECT COST OF \$300,000.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City), Public Works Department was offered funding from the New Mexico Department of Transportation (NMDOT) Municipal Arterial Program (MAP) for FY2025/2026 for East Lohman Avenue/South Walnut Street Signal Improvements; and

WHEREAS, the intersections of East Lohman Avenue and South Walnut Street have been identified to undergo improvements including geometric modification, traffic signal replacement, sidewalk/ADA ramp modification, signage and striping, which will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner; and

WHEREAS, the proposed improvements to the signal operations are expected to reduce multi-modal crashes and decrease wait times along this busy corridor; and

WHEREAS, the City has estimated construction for the project to be \$933,333.00 with \$533,333.34 having been funded with a previous MAP Grant in FY25.

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

(I)

THAT the City will adopt and accept the award through the NMDOT Agreement Control Number L100650 in the amount of \$225,000, with a required City match of \$75,000, for a total project cost of \$300,000 and allow the City Manager to execute the agreement.

(II)

THAT NMDOT requires City Council to pass a Resolution accepting the award and referencing the scope of work and funding offered by NMDOT Control Number L100650 to be submitted with the MAP agreement by the due date of July 15, 2025.

(III)

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

DONE AND APPROVED this 07 day of July 2025

Agenda Item #6.2.

Attachment "B"

APPROVED

Mayor



ATTEST:


City Clerk

Moved by: Becky Corran

Seconded by: Yvonne Flores

AYES Yvonne Flores, Becky Corran, Cassie McClure, William Mattiace, Eric Enriquez

NAYS

26-001



City Council Action and Executive Summary

Type of Action:

☒ Resolution

☐ Ordinance

☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A	Adopted:	July 7, 2025
1st Reading:		Department:	Financial Services
Drafter:	Crystal Silva	Line of Business:	Fiscal Management
Program:	Grants Administration		

Title: A RESOLUTION TO ACCEPT A GRANT AGREEMENT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2025/2026, FOR EAST LOHMAN AVENUE/SOUTH WALNUT STREET SIGNAL IMPROVEMENTS IN THE AMOUNT OF \$225,000, REQUIRING A CITY MATCH IN THE AMOUNT OF \$75,000, FOR A TOTAL PROJECT COST OF \$300,000.

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

PURPOSE(S) OF ACTION:

To accept the awarded grant agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Public Works Department submitted a funding application to the New Mexico Department of Transportation (NMDOT), Municipal Arterial Program (MAP), Fiscal Year (FY) 2025/2026 for the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements along East Lohman Avenue and South Walnut Street.

The intersections of East Lohman Avenue and South Walnut Street have been identified to undergo improvements including geometric modification, traffic signal replacement, sidewalk/ADA ramp modification, signage and striping, which will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner that currently has traffic volumes of more than 20,000 vehicles per day.

These improvements are a continuation of City initiatives to increase safety, improve efficiency and travel times along the E. Lohman Avenue corridor. The Lohman corridor (previously Hwy 342) connecting Interstate 25 to Valley Drive (Hwy 185) and to the I-10 access at Motel Blvd. and carries over 20,000 vehicles daily. These improvements to the signal operations are expected to reduce multi-modal crashes and decrease wait times along this busy corridor.

The City has estimated construction for the project to be \$933,333.00 with \$533,333.34 having been funded with a previous MAP Grant in FY25.

Funding Awarded: New Mexico Department of Transportation \$225,000 (75%), and the City of Las Cruces \$75,000 (25%). The City will be responsible for paying the entire remaining cost for any other work if required as part of the project.

Agenda Item #6.2.

Attachment "B"

NMDOT requires City Council to pass a Resolution accepting the award and referencing the scope of work and funding offered by NMDOT Control Number L100650 to be submitted with the MAP agreement by the due date of July 15, 2025.

SUPPORT INFORMATION:

ATTACHMENT "A" - PW FY26 MAP Lohman Walnut

PLAN(S):

Elevate Las Cruces

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 allow the City to accept the offered grant award from the NMDOT Municipal Arterial Program (MAP).
2. Vote "No"; this will not allow the City to accept the offered grant award from the NMDOT Municipal Arterial Program (MAP).
3. Vote to "Amend"; this will surpass the NMDOT deadline of July 15, 2025, and result in a loss of funds needed to complete city projects.
4. Vote to "Table"; this will surpass the NMDOT deadline of July 15, 2025, and result in a loss of funds needed to complete city projects.



26-032

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: September 2, 2025		
Drafter:	Gaby Prats	Department:	Financial Services
Program:	Grants Administration	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$95,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).		

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

PURPOSE(S) OF ACTION:
To accept the grant award and designate signature authority to the City Manager.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Parks and Recreation Department operates the Keep Las Cruces Beautiful Program (KLCB). KLCB implements a comprehensive beautification program that includes neighborhood and community cleanups, graffiti removal, and murals.

The City has been awarded \$95,000 by the New Mexico Department of Transportation (NMDOT) Que Linda Program to augment existing KLCB efforts. The program expansion includes the following:

- Contracting a litter abatement team
- Partnering with the Las Cruces Public School to implement a school-wide clean-up day
- Continuing educational anti-litter campaign presentations
- Updating and revitalizing our Adopt-A-Spot program
- Starting a free weekend event at our collection center, along with weekend tire collection events

There is no match required for this grant.

The acceptance process requires the City to pass a Resolution formally expressing its support for the grant and designating signature authority to the City Manager.

SUPPORT INFORMATION:
[Attachment "A" - FY26 Que Linda Award Letter City of Las Cruces](#)

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Agenda Item #6.3.

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 to accept the NMDOT grant award.
2. Vote "No"; this will disapprove the Resolution to accept the NMDOT grant and result in a loss of funds.
3. Vote to "Amend"; this will require further direction from staff.
4. Vote to "Table"; this will result in loss of funds needed to complete City projects.

RESOLUTION 26-032

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$95,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City has been offered a grant in the amount of \$95,000 from the New Mexico Department of Transportation (NMDOT) Que Linda Program for the Keep Las Cruces Beautiful (KLCB) Program (Attachment "A") and there are no matching funds required for this grant award; and

WHEREAS, the acceptance process requires the City to pass a Resolution formally expressing its support for the grant and designating signature authority to the City Manager.

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

(I)

THAT the City will accept the grant award from the New Mexico Department of Transportation (NMDOT) Que Linda Program for \$95,000, with no match required.

(II)

THAT the City Manager is hereby authorized to execute all necessary contracts and amendments necessary in the accomplishment of the herein above.

(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



Ikani Taumoepeau
gprats@lascruces.gov
Sent via e-mail

July 30, 2025

Dear Ikani Taumoepeau:

Congratulations! The New Mexico Department of Transportation (NMDOT) has selected your application to receive funding from an appropriation to NMDOT through the General Appropriation Act of 2024, Chapter 69, 2024, Section 11, under the Que Linda Program (Program) for Fiscal Year 2026. Please know that we were impressed by the quality of your application and the level of commitment your organization has for its community.

City of Las Cruces is awarded a grant of \$95,000 to build a continuous and aggressive litter control program on the roads and highways of New Mexico. With this award, you are required to designate a full time equivalent position to design and implement a local beautification program and meet the requirements of the Program, including:

- Participate in at least two technical assistance meetings with the Que Linda Director,
- Complete a local Program plan that encompasses the 11 strategies of the Program,
- Participate in the quarterly Que Linda cohort meetings and events,
- Host a minimum of 3 events,
- Complete a minimum of 2 contracts, and
- Complete a final report by June 15, 2026.

NMDOT looks forward to working with you on implementing a successful Program. Please review the award totals, sign, and return this form by August 15, 2025, to Amy Whitfield, amy.whitfield@dot.nm.gov. As submitting a budget is a requirement of the Agreement Development Process described below, the NMDOT encourages you to utilize Ms. Whitfield to develop the budget for your proposed Project. The NMDOT will not be able to provide additional funding if a grant recipient incurs costs not developed in the budget.

Critical Next Steps

- Engage Amy Whitfield, Que Linda Director, at (505) 309-1066 or amy.whitfield@dot.nm.gov to begin the Agreement Development Process,
- Have the governing body approve a resolution stating support for the grant, and designating signature authority for the grant, and
- Read and refer to the NMDOT Que Linda Program for processes and requirements.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Award Acceptance

I, Ikani Taumoepeau, accept the award, as detailed above on behalf of [Entity Name], and agree to the award terms and NMDOT Que Linda Program processes and requirements.

Print Name

Signature

Date

Sincerely,

Amy Whitfield
Cc: Gabriela Prats



26-033

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☒ 3	☐ 4	☐ 5	☐ 6	☐ N/A
1st Reading:				Adopted:	September 2, 2025		
Drafter:	Adam Ochoa			Department:	Community Development		
Program:	Community Planning			Line of Business:	Community Planning		
Title:	A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-001199 TO RT MANAGEMENT INC., D/B/A RUBY TUESDAY LAS CRUCES LOCATED AT 2611 N. TELSHOR BOULEVARD, LAS CRUCES, NM. 88011.						

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

PURPOSE(S) OF ACTION:

Approval of a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

RT Management Inc., d/b/a Ruby Tuesday Las Cruces, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC"). The location for the license is at 2611 N. Telshor Boulevard, Las Cruces, NM. 88011. ABC granted preliminary approval on July 17, 2025.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Tuesday, September 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on August 3, 2025, and August 17, 2025.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens. The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

- [Exhibit "A" - Alcohol and Gaming' s letter and the application.](#)
- [Attachment "A" - Notice of Intent to Approve published.](#)
- [Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.](#)
- [Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.](#)

Agenda Item #7.1.

[Attachment "D" - Liquor License Impact Zoning Report from Community Development.](#)

[Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.](#)

[Attachment "F" - Business Registration Report from Community Development Department.](#)

PLAN(S):

Elevate Las Cruces

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 of and consent to the approval of a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199 and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this will not approve and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 26-033

A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-001199 TO RT MANAGEMENT INC., D/B/A RUBY TUESDAY LAS CRUCES LOCATED AT 2611 N. TELSHOR BOULEVARD, LAS CRUCES, NM. 88011.

The City Council is informed that:

WHEREAS, RT Management Inc., d/b/a Ruby Tuesday Las Cruces, located at 2611 N. Telshor Boulevard, Las Cruces, NM 88011, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199; and

WHEREAS, ABC granted preliminary approval for a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199 by letter dated July 17, 2025; and

WHEREAS, pursuant to law, the application for a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199 must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has determined that the approval of same is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199 to RT Management Inc., d/b/a Ruby Tuesday Las Cruces, located at 2611 N. Telshor Boulevard, Las Cruces, NM 88011, as evidenced by ABC's letter and the application attached hereto as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Exhibit "A"

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

July 17, 2025

By Email to: crivera@las-cruces.org and USPS Certified Mail No.: 7021 2720 0001 2204 9966

7021 2720 0001 2204 9966

City of Las Cruces

Christine Rivera, City Clerk
PO Box 20000
Las Cruces, NM 88004

Lic. No. | Appl. No.: DISPENSER LIQUOR LICENSE #DIS-001119 | APPL #BLA-7032
Name of Applicant: RT MANAGEMENT INC
Doing Business as: RUBY TUESDAY LAS CRUCES
Proposed Location: 2611 TELSHOR BLVD.
LAS CRUCES, NM 88011

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that the governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

Agenda Item #7.1.

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-001199.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval, Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165
Email: tammy.sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Application Page 1 must be signed and returned w/ LOD Approval Letter and Notices of Publication*)
2. Copy of Zoning Statement





Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000007032



Business Information

Business Information

Business Name: RT MANAGEMENT INC	Type of Business: Alcohol
Business Structure: Corporation	FEIN: XX-XXX4400
State Tax ID Number: XX-XXXXXX0-00-6	
Business Email: rtlc6061@gmail.com	Business Phone: 5755214100

Contact Person Information

Contact Person Name: Johnnie Giovengo III	Contact Person Phone: 5754969295
Contact Person Email: rtlc6061@gmail.com	

Business Mailing Address

Mailing Street: 2611 north telshor blvd	Mailing City: LAS CRUCES
Mailing State: NM	Mailing Zip Code: 88011
Mailing Country: US	

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☒ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
*If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.*

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____. Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000007032



Premises Information

License Information

Specify the type of transfer you are applying for?

☐ Transfer of Ownership and Location

☒ Transfer of Ownership

License Number: DIS-001119

License Expiration Date: 6/30/25

Current DBA Name: RUBY TUESDAY'S (LAS CRUCES)

Dispenser Type: Inter-Local Dispenser

License Type: Dispenser

Current License Owner: RT LAS CRUCES INCORPORATED

Current Lessee:

Current Premises Address

Physical Street: 2611 TELSHOR BLVD.

Physical State: NM

Physical County: Dona Ana

Physical City: Las Cruces

Physical Zip Code: 88011

Local Option District: Las Cruces

Proposed DBA Name

Do you want to change the license DBA Name? Yes

Requested DBA Name: Ruby Tuesday Las Cruces

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: JG3 Land LLC

Specify Date and Terms of Lease/Operating Agreement: Transfer is effective upon date execution transfer and approval of State of New Mexico Liquor Dispenser License, City Liquor License and RT Franchise Agreement.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000007032



Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Total Fee Amount:	200.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Johnnie Giovengo III

Date: 03/18/2025



STATEMENT OF ZONING

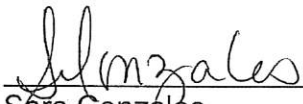
The property located at 2611 N. Telshor Blvd. and having a Parcel Account Number of R0228001, in Las Cruces, New Mexico, is zoned as follows:

PUD (Planned Unit Development)

Comments: The Northrise Business Park, of which this property is a part, utilizes provisions from the 1981 Zoning Code, as amended, as well as provisions/restrictions found within the Northrise Business Park Development Plan. The underlying land use for this parcel is M-1C (Light Manufacturing, Conditional). Food and beverage establishments with a dispenser's liquor license are permitted uses within this zoning district, provided all requirements prescribed for liquor establishments by the State of New Mexico are met. For additional land use guidelines, please refer to the Northrise Business Park Development Plan.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

April 11, 2025
Date



Sara Gonzales
Senior Urban Planner

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.



CITY OF LAS CRUCES

AD FORM

Las Cruces Sun News (LCSN)	
Classified Legal Ad	
Date to Publish: August 3, 2025, and August 17, 2025	
Account # 1361141 P.O. # 25201199	
City Contact & Phone #: Adam Ochoa, Senior Urban Planner 575-528-3204 aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:
NOTICE OF INTENT TO APPROVE THE FOLLOWING ITEMS:

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Transfer of Ownership Only of Dispenser Liquor License No. DIS-001199 to RT Management Inc., D/B/A Ruby Tuesday Las Cruces located at 2611 N. Telshor Boulevard, Las Cruces, New Mexico, 88011.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Tuesday, September 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 21st of July 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **August 3, 2025, and August 17, 2025**, and furnish Proof of Publication at your earliest convenience.

**MEMORANDUM**

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, Engineer **Initials:** GS

Date: July 21, 2025

Subject: Traffic Investigation Report – Transfer of Ownership of Dispenser
Liquor License
Location: 2611 N. Telshor Boulevard, Las Cruces, NM – Ruby
Tuesday Las Cruces
Applicant: RT Management Inc.

As requested, Traffic Engineering has completed a traffic investigation for Ruby Tuesday located at 2611 N. Telshor Boulevard, Las Cruces, New Mexico. The following information is submitted for review:

- Ruby Tuesday is located at the southwest corner of the intersection of N. Telshor Boulevard and Commerce Drive. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most current traffic volume on N. Telshor Boulevard near this location is approximately 16,853 vehicles per day. No traffic volume counts are available for Commerce Drive near the location of the subject property.
- The Mesilla Valley MPO classifies N. Telshor Boulevard as a principal arterial near the subject location, while Commerce Drive is designated as a local road. Both streets primarily serve commercial use near the subject location.
- The subject property does not have direct access to Telshor Boulevard but has a single driveway access motorists may access from the property at 2700 N. Telshor Boulevard. Both properties utilize three shared access driveways along Telshor Boulevard. The northmost driveway is full access, the middle driveway is a full access at a signalized intersection with Commerce Drive and the southern driveway allows right entrance and exit access only. No anticipated sight distance or operations problems are currently known at those driveways.
- The speed limit along N. Telshor Boulevard is 35 mph near the subject property and there is no posted speed limit along Commerce Drive and is assumed 30 MPH near the subject property per NMSA 1978.

The approval of the Transfer of Ownership of Dispenser permit application at this location does not appear to adversely impact traffic operations along the roadway segment. Feel free to contact me at 575-541-2701 with any questions.

Adam Ochoa

From: Michael Danner
Sent: Monday, July 21, 2025 9:01 AM
To: Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Jackie Baylon; Minerva Garcia
Cc: David Weir; Sara Gonzales
Subject: RE: Ruby Tuesday Liquor License Reports.

Good Morning,

Ruby Tuesday's has a current fire inspection with no outstanding fire code violations. Fire approves the transfer with no additional comments.

Michael Danner, F314

Fire Investigator/LEO/Prevention Bureau/Las Cruces Fire Department

Direct: (575) 528-4049 / TTY 711

Main: (575) 528-3473 / TTY 711

mdanner@lascruces.gov



CITY OF LAS CRUCES

From: Adam Ochoa <aocchoa@lascruces.gov>

Sent: Friday, July 18, 2025 4:33 PM

To: Soogyu Lee <soglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Garcia <mingarcia@lascruces.gov>; Adam Ochoa <aocchoa@lascruces.gov>

Cc: David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>

Subject: Ruby Tuesday Liquor License Reports.

Good Afternoon,

Ruby Tuesday has filed an application for a Transfer of Ownership Only Dispenser Liquor License No. DIS-001199. Please see the attached application. Please provide liquor license reports to me no later than Friday, July 25, 2025. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Planning/Community Development Department

Direct: 575-528-3204 / TTY 711

Main: 575-528-3043 / TTY 711

aocchoa@lascruces.gov



CITY OF LAS CRUCES

Adam Ochoa

From: Sara Gonzales
Sent: Friday, July 18, 2025 4:41 PM
To: Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Jackie Baylon; Minerva Garcia
Cc: David Weir
Subject: RE: Ruby Tuesday Liquor License Reports.

Good afternoon,
There are no comments as the business has been in operation and this is a transfer.

Thank you

Sara Gonzales, CZO, RWA

Interim Deputy Director, Building Development / Community Development Department

Direct: (575) 528-3471 / TTY 711

Main: (575) 528-3043 / TTY 711

sgonzales@lascruces.gov



CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Friday, July 18, 2025 4:33 PM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Garcia <mingarcia@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Ruby Tuesday Liquor License Reports.

Good Afternoon,

Ruby Tuesday has filed an application for a Transfer of Ownership Only Dispenser Liquor License No. DIS-001199. Please see the attached application. Please provide liquor license reports to me no later than Friday, July 25, 2025. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Planning/Community Development Department

Direct: 575-528-3204 / TTY 711

Main: 575-528-3043 / TTY 711

aochoa@lascruces.gov



CITY OF LAS CRUCES

Agenda Item #7.1.

Attachment "E"

INCIDENT SEARCH

Print Date/Time: 7/21/2025 10:11:45 AM

Incident Number	Call Date/Time	Location	Incident Type
2025-00072196	07/04/2025 06:38:34	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2025-00070904	07/01/2025 09:58:06	2611 N TELSHOR BLVD, LAS CRUCES	Supplement/Follow Up
2025-00069735	06/27/2025 21:07:10	2611 N TELSHOR BLVD, LAS CRUCES	Supplement/Follow Up
2025-00069691	06/27/2025 19:03:32	2611 N TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2025-00064463	06/13/2025 20:27:51	2611 N TELSHOR BLVD, LAS CRUCES	911 Hang Up
2025-00057347	05/27/2025 16:28:04	2611 N TELSHOR BLVD, LAS CRUCES	Animal Complaint
2025-00052232	05/14/2025 17:35:27	2611 N TELSHOR BLVD, LAS CRUCES	Disturbance Verbal
2025-00038123	04/10/2025 20:13:46	2611 N TELSHOR BLVD, LAS CRUCES	Suspicious Activity
2025-00031365	03/25/2025 03:49:35	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2025-00031201	03/24/2025 16:49:48	2611 N TELSHOR BLVD, LAS CRUCES	Welfare Check
2025-00022480	02/28/2025 14:51:37	2611 N TELSHOR BLVD, LAS CRUCES	Agency Assist
2025-00018716	02/18/2025 20:41:47	2611 N TELSHOR BLVD, LAS CRUCES	Threats
2025-00017771	02/16/2025 17:02:00	2611 N TELSHOR BLVD, LAS CRUCES	Agency Assist
2025-00017504	02/15/2025 22:24:00	2611 N TELSHOR BLVD, LAS CRUCES	911 Hang Up
2025-00009470	01/26/2025 16:29:34	2611 N TELSHOR BLVD, LAS CRUCES	Welfare Check
2025-00006197	01/17/2025 15:20:26	2611 N TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2025-00002041	01/06/2025 21:40:33	2611 N TELSHOR BLVD, LAS CRUCES	Trespass
2024-00149466	12/22/2024 09:03:51	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00146256	12/13/2024 12:20:51	2611 N TELSHOR BLVD, LAS CRUCES	Frequent Patrol
2024-00139380	11/22/2024 21:48:40	2611 N TELSHOR BLVD, LAS CRUCES	Lost Property
2024-00138194	11/19/2024 23:41:33	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00133766	11/08/2024 11:15:58	2611 N TELSHOR BLVD, LAS CRUCES	Phone Call
2024-00130474	10/31/2024 00:01:29	2611 N TELSHOR BLVD, LAS CRUCES	Phone Call
2024-00130457	10/30/2024 22:22:01	2611 N TELSHOR BLVD, LAS CRUCES	Agency Assist
2024-00129785	10/29/2024 12:38:12	2611 N TELSHOR BLVD, LAS CRUCES	Trespass
2024-00116382	09/27/2024 22:17:54	2611 N TELSHOR BLVD, LAS CRUCES	Harassment
2024-00116354	09/27/2024 20:42:19	2611 N TELSHOR BLVD, LAS CRUCES	Harassment
2024-00107762	09/08/2024 11:31:52	2611 N TELSHOR BLVD, LAS CRUCES	Disturbance Disorderly
2024-00086482	07/22/2024 01:26:19	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00083325	07/14/2024 15:11:09	2611 N TELSHOR BLVD, LAS CRUCES	911 Hang Up
2024-00075955	06/26/2024 20:51:09	2611 N TELSHOR BLVD, LAS CRUCES	Disturbance Verbal
2024-00061392	05/27/2024 05:52:41	2611 N TELSHOR BLVD, LAS CRUCES	Frequent Patrol
2024-00054873	05/13/2024 08:26:08	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2024-00054758	05/12/2024 21:35:14	2611 N TELSHOR BLVD, LAS CRUCES	Welfare Check
2024-00053427	05/09/2024 12:04:58	2611 N TELSHOR BLVD, LAS CRUCES	Suspicious Activity
2024-00050913	05/03/2024 19:51:40	2611 N TELSHOR BLVD, LAS CRUCES	Traffic Stop
2024-00047071	04/25/2024 08:26:41	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2024-00043910	04/18/2024 08:27:36	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2024-00041418	04/12/2024 09:21:55	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00041406	04/12/2024 09:05:47	2611 N TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00007717	01/20/2024 18:41:11	2611 N TELSHOR BLVD, LAS CRUCES	Reckless Driver
2024-00005135	01/14/2024 17:25:35	2611 N TELSHOR BLVD, LAS CRUCES	Trespass
2024-00005032	01/14/2024 11:28:23	2611 N TELSHOR BLVD, LAS CRUCES	Trespass
2024-00003884	01/11/2024 10:21:47	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2023-00149085	12/28/2023 08:56:03	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2023-00148211	12/25/2023 16:13:41	2611 N TELSHOR BLVD, LAS CRUCES	Auto Burglary
2023-00144726	12/15/2023 18:31:34	2611 N TELSHOR BLVD, LAS CRUCES	<New Call>
2023-00143142	12/12/2023 09:21:05	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2023-00138050	11/29/2023 11:16:04	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2023-00126437	10/28/2023 23:05:13	2611 N TELSHOR BLVD, LAS CRUCES	Assault
2023-00120342	10/13/2023 16:26:44	2611 N TELSHOR BLVD, LAS CRUCES	Disturbance Domestic
2023-00119052	10/10/2023 19:47:36	2611 N TELSHOR BLVD, LAS CRUCES	Harassment
2023-00101236	08/28/2023 22:05:28	2611 N TELSHOR BLVD, LAS CRUCES	Suspicious Person
2023-00096052	08/17/2023 08:06:52	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2023-00092205	08/08/2023 08:24:00	2611 N TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2023-00088278	07/29/2023 15:00:22	2611 N TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2023-00086715	07/26/2023 00:15:14	2611 N TELSHOR BLVD, LAS CRUCES	Agency Assist
2023-00076162	06/29/2023 13:23:28	2611 N TELSHOR BLVD, LAS CRUCES	Criminal Damage
2023-00063955	05/31/2023 08:51:53	2611 N TELSHOR BLVD, LAS CRUCES	Welfare Check
2023-00037992	03/31/2023 22:14:30	2611 N TELSHOR BLVD, LAS CRUCES	911 Hang Up
2023-00027916	03/08/2023 09:48:53	2611 N TELSHOR BLVD, LAS CRUCES	Abandoned Vehicle

Total Rows: 61

Adam Ochoa

From: Jackie Baylon
Sent: Friday, July 18, 2025 4:39 PM
To: Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Minerva Garcia
Cc: David Weir; Sara Gonzales
Subject: RE: Ruby Tuesday Liquor License Reports.

Ruby Tuesday has a valid business registration, good through March 31, 2026.

We have received an application for liquor license for Ruby Tuesday, awaiting further processing.

Thank you,

Jackie Baylon

Interim Permits & Registration Supervisor/Commercial Development/Community Development Department

Direct: 575-528-3064 / TTY 711

Main: 575-528-3043 / TTY 711

jbaylon@lascruces.gov



CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Friday, July 18, 2025 4:33 PM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Garcia <mingarcia@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Ruby Tuesday Liquor License Reports.

Good Afternoon,

Ruby Tuesday has filed an application for a Transfer of Ownership Only Dispenser Liquor License No. DIS-001199. Please see the attached application. Please provide liquor license reports to me no later than Friday, July 25, 2025. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Planning/Community Development Department

Direct: 575-528-3204 / TTY 711

Main: 575-528-3043 / TTY 711

aochoa@lascruces.gov



CITY OF LAS CRUCES



26-034

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: September 2, 2025		
Drafter:	Isaac Holguin	Department:	Economic Development
Program:	Economic Development	Line of Business:	Economic Development
Title:	A RESOLUTION ALLOWING THE DONA ANA COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM TO OPERATE WITHIN THE CITY OF LAS CRUCES, INCLUDING PROGRAMS SUCH AS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (CPACE).		

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

PURPOSE(S) OF ACTION:

To adopt a program within the city limits.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces has adopted various ordinances and resolutions to foster economic development and community growth. On February 18, 2025, the Las Cruces City Council approved and adopted Realize Las Cruces, the newly updated development code. This code streamlines and simplifies regulations while aligning more closely with the policies and actions outlined in the Elevate Las Cruces Comprehensive Plan.

On July 7, 2025, the City Council adopted the El Paso/South Solano Metropolitan Redevelopment Area (MRA) Plan. The MRA designation and plan represent a pivotal opportunity to transform these sections of our city into thriving, pedestrian-friendly communities, while revitalizing neighborhoods, commercial corridors, and retail areas. In addition, the West Picacho MRA has been designated, and its redevelopment plan is scheduled for adoption on December 1, 2025. City Council has also prioritized the next four MRAs for designation and plan development, furthering the City's commitment to equitable revitalization and targeted economic investment.

As part of the City's broader strategy to support sustainable and resilient development, special assessment programs—such as Commercial Property Assessed Clean Energy (CPACE)—play a critical role in development. These programs provide long-term, fixed-rate financing for a wide range of improvements, including energy efficiency, renewable energy, water conservation, and resiliency upgrades.

This program directly supports the City of Las Cruces' Climate Action Plan, adopted in 2020, which aims to reduce greenhouse gas emissions by 73% by 2050. CPACE aligns with the Plan's building energy and renewable energy strategies, specifically:

- Strategy RE1: Accelerating renewable electricity adoption
- Strategy BE3: Reducing commercial building energy use
- Strategy BE4: Decarbonizing buildings

Agenda Item #7.2.

CPACE financing tools offer a mechanism to implement these strategies in the private sector, while reducing barriers to clean energy and energy efficiency adoption in the built environment.

In 2023, the New Mexico Legislature enacted the Improvement Special Assessment Act (NMSA 1978, Sections 4-55D-1 through 4-55D-10), which authorizes counties to establish Improvement Special Assessment programs. Under this authority, on November 12, 2024, the Doña Ana County Commission adopted Ordinance No. 360-2024, creating an Improvement Special Assessment program for the county. This ordinance included a program guidebook and related documents necessary for implementation.

The proposed City of Las Cruces resolution will allow this program to operate within city boundaries. Once approved, owners of eligible commercial property will be able to obtain long-term financing from private capital providers for qualifying improvements. These programs encourage more efficient, resilient, and sustainable buildings, aligning with the City's economic development and climate goals.

Financing through this program is structured as a voluntary special assessment secured by a senior lien on the property, which is recorded by Doña Ana County. Repayment is made to the capital provider through the levy of the special assessment. Assessments are non-accelerating, meaning only current or past-due payments can be collected, while future payments remain the responsibility of the property owner at the time. The repayment obligation automatically transfers to the next property owner upon sale, allowing the cost of improvements to be spread over the useful life of the measures.

Doña Ana County's established program can apply within the boundaries of any municipality that adopts a resolution approving its application. This resolution provides approval for the City of Las Cruces.

SUPPORT INFORMATION:

[ATTACHMENT "A" Dona Ana County Ordinance 360-2024](#)

PLAN(S):

Elevate Las Cruces

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. Such action will allow the Dona Ana County Special Assessment program to be adopted in the City of Las Cruces.

2. Vote "No"; this will not approve the Dona Ana County Special Assessment program to be adopted in the City of Las Cruces.

Agenda Item #7.2.

3. Vote to "Amend"; this can not be amended.

4. Vote to "Table"; this would postpone the Resolution, and the City Council would need to provide direction to staff.

RESOLUTION 26-034

A RESOLUTION ALLOWING THE DONA ANA COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM TO OPERATE WITHIN THE CITY OF LAS CRUCES, INCLUDING PROGRAMS SUCH AS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (CPACE).

The City Council is informed that:

WHEREAS, in 2023, the New Mexico legislature passed the Improvement Special Assessment Act, NMSA 1978, Section 4-55D-1 through 4-55D-10 (the “Act”), which allows counties to establish Improvement Special Assessment programs; and

WHEREAS, the Act allows owners of eligible commercial property to obtain long-term financing from private Capital Providers for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings; and

WHEREAS, Improvement Special Assessment programs encourage more efficient and resilient buildings; and

WHEREAS, voluntary Special Assessment Financing is secured by a senior lien on the property recorded by the County and repaid to the Capital Provider (defined in Dona Ana County’s Ordinance) through the levy of a voluntary assessment collected by the Capital Provider; and

WHEREAS, property taxes assessed by the County on eligible property benefited by improvements remain superior to the Special Assessment Lien (defined in Dona Ana County’s Ordinance); and

WHEREAS, assessments for Special Assessment Financing is non-accelerating, meaning only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time; and

WHEREAS, the Improvement Special Assessment repayment obligation transfers automatically to the next owner if the property is sold, spreading the cost of qualifying improvements over the useful life of the measures; and

WHEREAS, Dona Ana County has established an Improvement Special Assessment program; and

WHEREAS, an Improvement Special Assessment program established by a county may apply within the boundaries of a municipality if the municipality adopts a resolution approving the application of the county’s ordinance within the municipality.

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

(I)

THAT The City shall allow Dona Ana County’s Improvement Special Assessment program to apply within the City of Las Cruces.

(II)

THAT The City shall impose no restrictions on Eligible Improvements or Eligible Property other than those imposed by Dona Ana County or the State of New Mexico.

(III)

THAT The Dona Ana County Improvement Special Assessment program shall become effective within the City of Las Cruces upon passage of this Resolution or the inception date of the Dona Ana County program, whichever is later.

(IV)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #7.2.

DOÑA ANA COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 360-2024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO, ENACTING AN IMPROVEMENT SPECIAL ASSESSMENT PROGRAM WITHIN DOÑA ANA COUNTY; DESIGNATING OFFICIAL OR OFFICIALS TO ADMINISTER THE PROGRAM AND EXECUTE NECESSARY DOCUMENTS TO ENABLE SPECIAL ASSESSMENT FINANCING WITHIN DOÑA ANA COUNTY; APPROVING THE PROGRAM GUIDEBOOK AND RELATED DOCUMENTS REQUIRED TO IMPLEMENT THE PROGRAM; AND PROVIDING FOR OTHER MATIERS PROPERLY RELATING THERETO.

WHEREAS, in 2023, the New Mexico legislature passed the Improvement Special Assessment Act, NMSA 1978, Section 4-55D-1 through 4-55D-10 (the "Act"), which allows counties to establish Improvement Special Assessment programs;

WHEREAS, the Act allows owners of eligible commercial property to obtain long-term financing from private capital providers for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings;

WHEREAS, the Act allows individual counties to create Improvement Special Assessment programs to allow buildings to become more efficient and resilient;

WHEREAS, the New Mexico Economic Development Department has made available a program guidebook in conformance with the requirements of the Act.

WHEREAS, voluntary Special Assessment Financing is secured by a senior lien on the property recorded by the County and repaid to the Capital Provider (defined below) through the levy of a voluntary assessment collected by the Capital Provider;

WHEREAS, property taxes assessed by the County on eligible property benefited by improvements remain superior to the Special Assessment Lien (defined below);

WHEREAS, assessments for Special Assessment Financing is non-accelerating, meaning only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time;

WHEREAS, the Improvement Special Assessment repayment obligation transfers automatically to the next owner if the property is sold, spreading the cost of qualifying improvements over the useful life of the measures; and



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ORDINANCE/DAC

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Deputy: Jessica Hernandez
Amanda López Askin, County Clerk, Dona Ana, NM

CONTINUATION PAGE 2, ORDINANCE NO. 360-2024

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY APPROVE FOR THE PUBLICATION OF THE IMPROVEMENT SPECIAL ASSESSMENT PROGRAM (ISAP)

3

4 **SECTION 1: Definitions**

5 The definitions in this section apply throughout this Ordinance unless the context clearly requires
6 otherwise.

- 7 (1) "Application Form" means the list of items in a Project Application required by the
8 Act, this Ordinance, and the Program Guidebook, and the corresponding
9 documentation that the County accepts in order to show the application
10 requirements are met.
- 11 (2) "Capital Provider" means a private entity or its designee, successor or assigns that
12 finances or refinances an Eligible Improvement pursuant to the Act;
- 13 (3) "County" means Doña Ana County;
- 14 (4) "Eligible Improvement" means a permanently affixed Energy Efficiency
15 Improvement, Renewable Energy Improvement, Water Conservation Improvement
16 or Resiliency Improvement installed on Eligible Property as part of the construction
17 or renovation of the property;
- 18 (5) "Eligible Property" means privately owned commercial, industrial, or agricultural
19 or nonprofit real property or multifamily residential real property with five or more
20 dwelling units, including real property owned by an entity formally recognized as
21 tax exempt pursuant to the Internal Revenue Code of 1986, as amended. Eligible
22 Property may include ground leases on Eligible Property;
- 23 (6) "Energy Efficiency Improvement" means measures, equipment or devices that
24 result in a decrease in consumption of or demand for electricity or natural gas;
- 25 (7) "local government" means a municipality, county or other general function
26 governmental unit established by state law;
- 27 (8) "municipal" or "municipality" means any incorporated city, town or village,
28 whether incorporated under general act, special act or special charter, incorporated
29 counties and H class counties;
- 30 (9) "Ordinance" means this ordinance adopted by the County pursuant to the Act to
31 establish a program within the Region;

CONTINUATION PAGE 3, ORDINANCE NO. 360-2024

- 2 (10) "Program" means the Special Assessment program established under this
Ordinance;
- 3 (11) " Program Administrator" means Adelante Consulting Inc., which has a contract
4 with the State to administer the Program at no cost to the County and which is
5 hereby designated by the County to administer the program in Doña Ana County;
- 6 (12) " Program Guidebook" means the comprehensive document that is adopted under
7 this Ordinance and is substantively in the form of Program Guidebook made
8 available by the New Mexico Department of Economic Development.
- 9 (13) "Project Application" means an application submitted to the Program
10 Administrator to demonstrate that a proposed project qualifies for Special
11 Assessment Financing pursuant to the Program;
- 12 (I 4) " Region" means the geographical area designated pursuant to Section 2 of this
13 Ordinance for the Program:
- 14 (15) " Renewable Energy Improvement" means an energy system that generates energy
15 by use of low- or zero-emissions generation technology with substantial long-term
16 production, including solar, wind and geothermal resources, fuel cell equipment
17 using an electrochemical process to generate electricity and heat or biomass
18 resources;
- 19 (I 6) " Resiliency Improvement" means improvements that increase the resilience of a
20 property, including air quality, flood mitigation, storm water management, energy
21 storage and microgrids, alternative vehicle charging infrastructure, fire or wind
22 resistance or inundation adaptation:
- 23 (17) "Special Assessment" means a voluntary assessment imposed on a property
24 pursuant to the Act for the total amount of Special Assessment Financing together
25 with interest, penalties, fees and charges related thereto;
- 26 (18) "Special Assessment Financing Agreement" means a voluntary agreement between
27 the County and the property owner to allow a County to place an assessment on the
28 property owner ' s property to repay Special Assessment Financing pursuant to the
29 Act;
- 30 (19) "Special Assessment Assignable Certificate" means a document assigning a
31 Special Assessment Lien from the County to a Capital Provider in an amount not

CONTINUATION PAGE 4, ORDINANCE NO. 360-2024

to exceed the amount of the Special Assessment Financing for the term of the
Special Assessment Lien;

(20) "Special Assessment Financing" means the total amount of financing provided by
a Capital Provider pursuant to a Special Assessment Financing Agreement,
including accrual of interest and penalties, charges, fees, and cost of enforcement
of a Special Assessment Lien; The Special Assessment Financing for a Eligible
Improvement may authorize the Property Owner to (a) purchase directly the related
equipment and materials for the installation or modification of an Eligible
Improvement; and (b) contract directly, including through lease, power purchase
agreement, or other service contract, for the installation or modification of a
Eligible Improvement.

(21) "Special Assessment Financing Agreement" means a contract pursuant to which a
property owner agrees to repay a Capital Provider for Special Assessment
Financing and to the terms of the Special Assessment Financing, including the
treatment of prepayment and partial payment of a Special Assessment, details of
any finance charges, fees, debt servicing, and accrual of interest and penalties;

(22) "Special Assessment Lien" means a lien recorded in the County to secure the
Special Assessment, which assessment remains on the property until paid in full;

(23) "Water Conservation Improvement" means measures, equipment or devices that
decrease the consumption of or demand for water, address safe drinking water or
eliminate lead from water used for drinking or cooking.

SECTION 2: Establishment; Region.

There is hereby established within the boundaries of the "County" the Program. The Program shall
allow financing for the full range of Eligible Improvements on all Eligible Properties, as authorized
by the Act, and shall abide by and operate according to the Act.

SECTION 3: Ratification.

All actions heretofore taken and not inconsistent with the provisions of this Ordinance by the Board
of County Commissioners and officers of the County directed toward adoption of the Program, be,
and the same hereby are, ratified, approved, and confirmed.

CONTINUATION PAGE 5, ORDINANCE NO. 360-2024

SECTION 4: Findings.

2 The Board of County Commissioners hereby declares that it has considered all relevant
3 information and data and hereby makes the following findings:

4 A. The financing of Eligible Improvements, repaid by Special Assessments on Eligible
5 Property benefited by such improvements, is in the interest of the public health, safety, and
6 welfare.

7 B. The County's adoption of the Program is necessary and advisable to meet the needs of the
8 County and its residents.

9 SECTION 5: Territory.

10 The Program shall be available to all Eligible Property within the boundaries of the County but
11 outside the limits of any municipality. In accordance with the Act, the Program may be available
12 within the limits of a municipality if the municipality adopts a resolution or an ordinance approving
13 the application of the County's ordinance within the municipality.

14 SECTION 6: Program Administration

15 A. Pursuant to the Act, the County hereby designates, authorizes and directs the Doña Ana
16 County Manager to enter into Special Assessment Agreements with property owners and
17 Capital Providers and issue Special Assessment Assignable Certificates on behalf of the
18 County to impose Special Assessments and assign Special Assessment Liens for
19 assessments approved by the Program Administrator.

20 B. Pursuant to the Act, the County designates Adelante Consulting Inc. as the Program
21 Administrator. The Program Administrator shall review and approve the Project
22 Applications submitted in accordance with the Program Guidebook, collect any fees, and
23 work with the County to ensure recordation of the documents requested by a property
24 owner and the Capital Provider.

25 C. No services, including but not limited to energy audits, project development, or other
26 activities associated or related to the development of a Project Application or installation
27 of Eligible Improvements shall be offered through the Improvement Special Assessment
28 Program unless priced separately and open to purchase by the property owner from third
29 parties.

CONTINUATION PAGE 6, ORDINANCE NO. 360-2024

SECTION 7: Improvement Special Assessment Financing

- 2 A. Pursuant to the Act, the County authorizes Special Assessment Financings to be provided
3 by Capital Providers through a Special Assessment Financing Agreement entered directly
4 into with the owner of an Eligible Property to fund Eligible Improvements. The rate of
5 interest, delinquent interest, penalties, terms of prepayment and other terms of Special
6 Assessment Financing shall be established by a Capital Provider in the related Special
7 Assessment Financing Agreement for such assessment;
- 8 B. The Special Assessment Financing through a Program established under this Ordinance
9 may include:
- 10 (1) The cost of materials and labor necessary for installation or modification of an
11 Eligible Improvement;
- 12 (2) Permit fees;
- 13 (3) Inspection fees;
- 14 (4) Financing or origination fees;
- 15 (5) Project Application and administrative fees;
- 16 (6) Project development and engineering fees;
- 17 (7) Third-party review fees, including verification review fees;
- 18 (8) Capitalized interest;
- 19 (9) Interest reserves;
- 20 (10) Escrow for prepaid property taxes and insurance; or
- 21 (11) Any other fees or costs that may be incurred by the property owner incident to the
22 installation, modification, or improvement on a specific or pro rata basis.
- 23 (12) Any other costs or fees as outlined in the Program Guidebook.
- 24 C. Prior to entering into a Special Assessment Financing Agreement, the Capital Provider
25 must receive written consent from every holder of a lien, mortgage, or security interest in
26 the real property that will be subject to the Special Assessment and Special Assessment
27 Lien agreeing that the property may participate in the Program and that the Special
28 Assessment Lien shall have priority superior to all liens, claims and titles except a lien for
29 general ad valorem property taxes or an improvement district lien that is coequal to
30 property taxes.

CONTINUATION PAGE 7, ORDINANCE NO. 360-2024

D. The proposed Special Assessment Financing for a qualified project may authorize the property owner to:

- (1) Purchase directly the related equipment and materials for the installation or modification of an Eligible Improvement; and
- (2) Contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of an Eligible Improvement.

SECTION 8: Special Assessment Lien

A. Upon entering into a Special Assessment Agreement, the County shall record a Special Assessment Lien on the subject property in the real property records of the County in which the property is located.

B. The recording of the Special Assessment Lien pursuant to Subsection A of this section shall include:

- (1) the legal description of the property;
- (2) the County Assessor's parcel number of the property;
- (3) the grantor's name, which shall be the same as the property owner on the Special Assessment Agreement;
- (4) the grantee's name, which shall be the county in which the property is located;
- (5) the date on which the Special Assessment Lien was created;
- (6) the principal amount of the Special Assessment Lien;
- (7) the terms and length of the Special Assessment Lien; and
- (8) a copy of the Special Assessment Agreement.

C. A Special Assessment Lien shall be effective during the period in which the Special Assessment is imposed and shall have priority superior to all liens, claims and titles except a lien for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.

D. A Special Assessment Lien runs with the land, and that portion of the Special Assessment Lien that has not yet become due is not accelerated or eliminated by foreclosure of the Special Assessment Lien or any lien for taxes or assessments imposed by the state, a local government or taxing district against the property on which the Special Assessment Lien is imposed.

CONTINUATION PAGE 8, ORDINANCE NO. 360-2024

- 1 E. Upon entering into a Special Assessment Agreement, the County shall execute and record
2 a Special Assessment Assignable Certificate from the County to the appropriate Capital
3 Provider. The Special Assessment Assignable Certificate shall convey the Special
4 Assessment Lien including all the characteristics described in Section 8(C) and (D).
5 F. When the underlying Special Assessment Financing has been satisfied, the Special
6 Assessment shall be removed from the property and the County shall record a release of
7 the Special Assessment Lien.

8 **SECTION 9: Application and Review**

- 9 A. Property owner and Capital Provider shall complete a Project Application and submit it to
10 the Program Administrator for review.
11 B. The Project Application shall require:
12 (1) for an existing Eligible Property:
13 (a) where Energy Efficiency Improvements, Water Conservation
14 Improvements or Renewable Energy Improvements are proposed,
15 certification by a licensed professional engineer or other professional listed
16 in the Program Guidebook stating the proposed Eligible Improvements will
17 either result in more efficient use or conservation of energy or water, the
18 reduction of greenhouse gas emissions, the reduction in demand for
19 electricity or natural gas, or the addition of renewable sources of energy or
20 water; or
21 (b) where Resiliency Improvements are proposed, certification by a licensed
22 professional engineer stating the qualified improvements will result in
23 improved resilience;
24 (2) for construction of a new Eligible Property, certification by a licensed professional
25 engineer stating that the proposed Eligible Improvements will enable the property
26 to exceed the energy efficiency, water conservation, renewable energy, renewable
27 water or resilience requirements of the applicable building code, or the proposed
28 Eligible Improvements will enable the property to reduce demand for electricity or
29 natural gas compared to the requirements of the applicable building code;
30 (3) certification that the property owner requesting the proposed Eligible
31 Improvements is the owner of record of the property on which the Special

CONTINUATION PAGE 9, ORDINANCE NO. 360-2024

- Assessment will be imposed and that there are no delinquent taxes or assessments on the property;
- (4) the name of the Capital Provider providing the Special Assessment Financing and the proposed terms of the Special Assessment Financing Agreement, including:
- (a) the Special Assessment Financing amount;
 - (b) the interest rate;
 - (c) administrative fees paid to the County and the Program Administrator;
 - (d) a schedule of the installments of the Special Assessment;
 - (e) the number of years the Special Assessment shall be imposed on the property;
 - (f) delinquent interest or penalties; and
 - (g) the conditions by which the property owner may prepay and permanently satisfy the debt owed pursuant to the Special Assessment Financing Agreement and remove the Special Assessment Lien from the property; and
- (5) written consent from any holder of a lien, mortgage, or security interest in the real property that the property may participate in the Program and that the Special Assessment Lien shall have priority superior to all liens, claims and titles except a lien for general ad valorem property taxes or an improvement district lien that is coequal to property taxes.
- C. The Program Administrator shall review the Project Application according to the Application Form solely to determine whether it is complete, proposes an Eligible Improvement, contains no errors on its face, and that all information is provided in the substance and form required by the Application Form. If so, the Program Administrator shall sign the Application Form indicating that the Project Application is deemed approved. If a Project Application is incomplete and/or does not conform to the requirements of the Application Form, the Program Administrator shall inform the applicant as soon as practicable that the Project Application is denied, the reasons for the denial, and any corrections that could make the application acceptable. If feasible, the applicant shall have an opportunity to correct the Project Application.
- D. Upon approval of a Project Application, a property owner or Capital Provider shall provide the following completed forms to the Doña Ana County Economic Development Office for

CONTINUATION PAGE 10, ORDINANCE NO. 360-2024

execution at least five days prior to close of the Improvement Special Assessment transaction, along with a requested date for recordation of the Special Assessment Agreement, Notice of Special Assessment Lien, and Special Assessment Assignable Certificate. Expedited service may be available for a fee to be determined by the Doña Ana County Economic Development Office.

E. For a property owner and Capital Provider whose Project Application is denied by the Program Administrator, either party, or both, may request an adjudicative proceeding before the County 's adjudicative body, consistent with the County' s rules and subject to the applicable provisions of the New Mexico Administrative Procedures Act, NMSA 1978, Sections 12-8-1, et seq.

SECTION 10: Program Guidebook.

A. The Improvement Special Assessment Program shall be administered in accordance with the requirements contained in the Program Guidebook, adopted and incorporated herein as Exhibit A. The Program Guidebook shall include:

- (1) A Project Application Form, to be used by the property owner and Capital Provider to submit their application, and to be used by the Program Administrator to review and approve or deny an application.
- (2) A form Special Assessment Agreement.
- (3) A form of Special Assessment Lien.
- (4) A form of Assignment of Notice of Special Assessment Lien.
- (5) A statement that the period of the Special Assessment Financing Agreement will not exceed 30 years.
- (6) A description of the application and review process established under Section 9 of this Ordinance.
- (7) A statement explaining the lender consent requirement under Section 9 of this Ordinance.
- (8) A statement explaining the engineer certification requirement under Section 9 of this Ordinance
- (9) A statement that neither the County, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted

CONTINUATION PAGE 11, ORDINANCE NO. 360-2024

under this Ordinance, especially and including all actions related to, or arising from,
administering the Program.

- B. The Program Guidebook and forms may be updated by the Program Administrator without approval by the Board of Commissioners, so long as it complies with this Ordinance and the Act.

SECTION 11: Billing, Collection and Enforcement

- A. The holder of the Special Assessment Assignable Certificate shall be solely responsible for the billing and collection of the related Special Assessment and for the enforcement of the Special Assessment Lien.

- B. The holder of the Special Assessment Assignable Certificate shall bill a Special Assessment imposed pursuant to a Special Assessment Agreement through a stand-alone bill for the property subject to the Special Assessment and shall collect the Special Assessment at the times described in the Special Assessment Agreement and as provided for in this Ordinance.

- C. Delinquent payments due on a Special Assessment incur interest and penalties as specified in the Special Assessment Agreement.

- D. Delinquent payments due on a Special Assessment shall be enforced in the event of a nonpayment of the Special Assessment installment thereto. Delinquent payments due on a Special Assessment have the effect of a mortgage and shall be foreclosed and sold in the manner provided by law for the foreclosure of mortgages on real estate. The holder of a Special Assessment Assignable Certificate may institute proceedings to foreclose the Special Assessment Lien against the property that is delinquent in the payment of the Special Assessment or installment of a Special Assessment for a period of more than one year.

- E. The Capital Provider may sell or assign, for consideration, any and all Special Assessment Lien received from the County. The Capital Provider or its assignee shall have and possess the same powers and rights at law or in equity to enforce the Special Assessment Lien in the same manner as described in paragraph D of this section.

SECTION 12: Fees.

Subject to approval of an application by a property owner and a Capital Provider, and upon recordation of documents for an Improvement Special Assessment transaction, the parties shall

CONTINUATION PAGE 12, ORDINANCE NO. 360-2024

pay a fee (as outlined in the Program Guidebook) directly to the Program Administrator to reflect the reasonable costs of the Program Administrator to provide administrative services for the Program and to make the costs of the Program cost neutral.

SECTION 13: Enactment.

The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All Ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed upon the effectiveness of this Ordinance. No provision of the Doña Ana County Code or violation of any provision of the Doña Ana County Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Doña Ana County Code. In the event and to the extent of a conflict between this Ordinance and the Act, the Act shall govern.

SECTION 14: Effective Date.

This Ordinance shall take effect 30 days after the adoption of the Ordinance. The Program Administrator shall begin accepting applications for review no later than 60 days after the effective date.

SECTION 15: No Liability. No Public Funds.

A. This Ordinance does not confer any right of action nor property interest upon any party to an Improvement Special Assessment transaction against the County, and the County shall incur no liability for enacting this Program, nor shall the County, its governing body, executives, or employees be personally liable as a result of exercising any rights or responsibilities granted under this Ordinance.

B. The Special Assessment Financing Agreement shall specify that the County is not liable in any way for the debt of the property owner, is not a third-party obligor and is not pledging or lending its credit to the property owner or the Capital Provider.

RESOLVED November 12, 2024

BOARD OF COUNTY COMMISSIONERS OF
DONA ANA COUNTY, NEW MEXICO



Christopher Schallio-Hernandez
Christopher Schallio-Hernandez, District 1, Chair

For/Against

Diana Murillo
Diana Murillo, District 2, Vice Chair

For/Against

Shannon Reynolds
Shannon Reynolds, District 3

For/Against

Absent

Susana Chaparro, District 4

For/Against

Manuel A. Sanchez
Manuel A. Sanchez, District 5

For/Against

ATTEST:

Amanda L. Lopez-Agila
Amanda L. Lopez-Agila, Ph.D.
County Clerk





City Council Action and Executive Summary

3095; Council
Bill 26-003

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	August 18, 2025	Adopted:	September 2, 2025
Drafter:	Brad Douglas	Department:	Legal
Program:	Office of Director	Line of Business:	Office of Director
Title:	AN ORDINANCE REPEALING AND REPLACING CHAPTER 18 - NUISANCES, SECTION 18-1 AND 18-2 OF THE LAS CRUCES MUNICIPAL CODE.		

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

PURPOSE(S) OF ACTION:
To replace Sections 18-1 and 18-2 of the Las Cruces Municipal Code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Las Cruces Municipal Court has found that as currently written, Sections 18-1 and 18-2 of the Las Cruces Municipal Code, particularly with regard to noxious weeds and other rank vegetation, may be unconstitutionally vague with regard to conferring adequate notice upon Las Cruces residents.

SUPPORT INFORMATION:
[Exhibit "A"](#)
[Attachment "A"](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

Does this action align with Elevate Las Cruces?
☒ Yes

Agenda Item #7.3.

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance and Sections 18-1 and 18-2 will be replaced in their entirety.
2. Vote "No"; this will not approve the ordinance and Sections 18-1 and 18-2 will remain in effect.
3. Vote to "Amend"; this will require direction to staff.
4. Vote to "Table"; this will delay implementation of the new ordinance.

ORDINANCE 3095; COUNCIL BILL 26-003

AN ORDINANCE REPEALING AND REPLACING CHAPTER 18 - NUISANCES, SECTION 18-1 AND 18-2 OF THE LAS CRUCES MUNICIPAL CODE.

The City Council is informed that:

WHEREAS, Chapter 18 of the Las Cruces Municipal Code defines criminal nuisance, and;

WHEREAS, the Las Cruces Municipal Court has found that as currently written, the portion of Chapter 18 that defines "weeds and rank vegetation" is unconstitutionally vague and does not confer adequate notice upon Las Cruces residents with regard to weeds requirements.

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

(I)

THAT Sections 18-1 and 18-2 of the Las Cruces Municipal Code are hereby repealed and replaced as shown in Exhibit "A," attached hereto, and made part of this ordinance.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Sec. 18-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Nuisance means any person doing an unlawful act, omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (1) Injures or endangers the comfort, repose, health or safety of others;
- (2) Offends decency;
- (3) Is offensive to the senses;
- (4) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
- (5) In any way renders other persons insecure in life or the use of property; or
- (6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

Weeds and rank vegetation will be defined as a plant or grass that is unintended, unmaintained, invasive, aggressively seeding plants and that is a nuisance to public health. Examples include but are not limited to the following named plants.

- (1) Pigweed (*Amaranthus retroflexus*)
- (2) Russian thistle (*Salsola pestifer*)
- (3) Ragweeds (*Ambrosia* spp.)
- (4) Puncture Vine (*Tribulus Terrestris*)
- (5) Wild Mustard weed (*Sinapis arvensis* L.)
- (6) Kochia (*Kochia scoparia*)
- (7) Silverleaf Nightshade (*Solanum Elaeagnifolium*)
- (8) Sand bur (*Cenchrus echinatus*)

Any nuisance is a *major nuisance* when that nuisance in any way negatively affects the public health and safety and includes, but is not limited to, nuisances that necessitate police, fire, and rescue services.

(Ord. No. 2816, § II(exh. A), 7-17-17)

Cross reference— Definitions generally, [§ 1-2](#).

Sec. 18-2. - Illustrative enumeration.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions is declared to be and constitute a nuisance, provided that this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (1) Weeds and rank vegetation.
- (2) Accumulations of rubbish, trash, refuse, litter, junk and other abandoned materials, metals, lumber or other things.
- (3) Any condition which provides harborage for rats, mice, snakes and other vermin.
- (4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- (5) Any condition that is attractive and dangerous to children, such as a vacant accessible building, excavation, dilapidated wall and fences and barbed wire fences along public ways, wood piles and debris on vacant lots which may constitute a hazard to health and welfare to children who may not be able to recognize these dangers.
- (6) The infestation of trees or shrubbery by the cocoon (bags) of all members of the genus *Thyridopteryx* (bagworms) and the webs (nests) of all members of the genus *Malacosoma* of the family *Lasiocampidae* (tent caterpillars) and of all members of the genus *Hyphantria* of the family *Artiidae* (webworms) and all members of the genus *Pyrrhalta luteola* (leaf beetles).
- (7) All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- (8) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (9) The carcasses of animals or fowl not disposed of within a reasonable time after death.
- (10) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances.
- (11) Any building, structure or other place or location where any activity in violation of local, state or federal law is conducted, performed or maintained.
- (12) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

Agenda Item #7.3.

(13) The keeping of honey bees and hives and the keeping of hornets.

(14) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

(Ord. No. 2816, § II(exh. A), 7-17-17)

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- (10) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances.
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City Council Action and Executive Summary

**3096; Council
Bill 26-004**

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	September 2, 2025	Adopted:	September 15, 2025
Drafter:	Elizabeth Teeters	Department:	Economic Development
Program:	Business Development	Line of Business:	Business Development
Title:	AN ORDINANCE REPEALING ORDINANCE 2964, CLOSING THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT BETWEEN THE CITY OF LAS CRUCES, SAPUTO CHEESE, INC., AND THE STATE OF NEW MEXICO, AND EFFECTIVELY TERMINATING THE GUARANTY REQUIRED BY THE LEDA STATUTE.		

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

PURPOSE(S) OF ACTION:
To close out the LEDA Project.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On March 15, 2021, City Council approved Ordinance 2964, entering into a Local Economic Development Act (LEDA) grant agreement with Saputo Cheese, Inc. Included in this LEDA Project was a Project Participation Agreement (PPA) with the company, as well as an Intergovernmental Agreement (IGA) between the City of Las Cruces (City) and the New Mexico Economic Development Department (NMEDD).

As part of the agreement, Saputo Cheese was to expand their operations at the Las Cruces Innovation and Industrial Park (LCIIP), adding 150 full-time persons and \$30,000,000 capital investment by December 31, 2026.

According to the Economic Impact Analysis (EIA) data submitted by Saputo Cheese in 2025, at this point they have hired 216 new, full-time employees, and have invested \$54,386,095.

The PPA states "If the Company achieves and then sustains the Minimum Job Numbers of 150 additional employees, for a total of 297 full-time employees, and maintains them for six (6) consecutive months prior to December 31, 2026, the Company may request that the Security be released and this Agreement be terminated and considered complete."

Therefore, on August 1, 2025, the City received a letter from NMEDD requesting the City proceed with terminating the guaranty and closing the LEDA Project by passing a repealing ordinance per LEDA statute.

SUPPORT INFORMATION:
[Attachment "A", Closeout Letter EDD to City](#)
[Attachment "B", Project Participation Agreement](#)
[Attachment "C", Intergovernmental Agreement](#)

PLAN(S):

Elevate Las Cruces

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 close the LEDA Project with Saputo Cheese, Inc., and terminate the guaranty.
2. Vote "No"; this will not close the LEDA Project with Saputo Cheese, Inc., and will not terminate the guaranty.
3. Vote to "Amend"; this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table"; this would delay the Ordinance and require City Council to provide direction to staff.

ORDINANCE 3096; COUNCIL BILL 26-004

AN ORDINANCE REPEALING ORDINANCE 2964, CLOSING THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT BETWEEN THE CITY OF LAS CRUCES, SAPUTO CHEESE, INC., AND THE STATE OF NEW MEXICO, AND EFFECTIVELY TERMINATING THE GUARANTY REQUIRED BY THE LEDA STATUTE.

The City Council is informed that:

WHEREAS, on March 15, 2021, City Council approved Ordinance 2964, entering into a Local Economic Development Act (LEDA) grant agreement with Saputo Cheese, Inc. Included in this LEDA Project was a Project Participation Agreement (PPA) with the company, as well as an Intergovernmental Agreement (IGA) between the City of Las Cruces (City) and the New Mexico Economic Development Department (NMEDD); and

WHEREAS, as part of the agreement, Saputo Cheese was to expand their operations at the Las Cruces Innovation and Industrial Park (LCIIP), adding 150 full-time persons and \$30,000,000 capital investment by December 31, 2026; and

WHEREAS, according to the Economic Impact Analysis (EIA) data submitted by Saputo Cheese in 2025, at this point they have hired 216 new, full-time employees, and have invested \$54,386,095; and

WHEREAS, the PPA states "If the Company achieves and then sustains the Minimum Job Numbers of 150 additional employees, for a total of 297 full-time employees, and maintains them for six (6) consecutive months prior to December 31, 2026, the Company may request that the Security be released and this Agreement be terminated and considered complete."; and

WHEREAS, therefore, on August 1, 2025, the City received a letter from NMEDD requesting the City proceed with terminating the guaranty and closing the LEDA Project by passing a repealing ordinance per LEDA statute.

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

(I)

THAT Ordinance 2964 is repealed, closing LEDA Project No. LCO-2021-19, per state statute.

(II)

THAT the guaranty is terminated, which is required by LEDA statute.

(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



Michelle Lujan Grisham • Governor
Rob Black • Cabinet Secretary
Isaac Romero • Deputy Cabinet Secretary

August 1, 2025

City of Las Cruces
Attn: Elizabeth Teeters, Director
Economic Development Department
P.O. Box 20000
Las Cruces, NM 88004

Re: Saputo Cheese, LEDA Project # LCO-2021-19

Dear Ms. Teeters:

As you are aware, the City of Las Cruces, acting on behalf of the State of New Mexico, adopted ORDINANCE 2964; COUNCIL BILL 21- 031 and entered into a LEDA grant agreement with Saputo Cheese on March 15, 2021.

NMEDD has reviewed all submitted documents, including the ES903A's, and has confirmed that Saputo Cheese's operations within the City of Las Cruces have provided a full return on investment to the State of New Mexico, Doña Ana County and the City of Las Cruces as per their PPA agreement.

In keeping with the executed PPA and the associated IGA, the New Mexico Economic Development Department is requesting that the City of Las Cruces proceed with terminating the guaranty required by the LEDA statute and agreements described above and closing LEDA project no. LCO-2021-19 by passing a repealing ordinance per LEDA statute.

The State of New Mexico would like to thank you for your assistance and efforts toward successfully growing the economy in the City of Las Cruces, Doña Ana County, and the entire State of New Mexico. Please don't hesitate to reach out if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Mark Roper'.

Mark Roper
Director
New Mexico Economic Development Department

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("**Agreement**") is entered into on _____, 2021 by and between **CITY OF LAS CRUCES**, a New Mexico Municipal Corporation (the "**City**"), and **SAPUTO CHEESE USA INC.** (the "**Company**").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides municipalities the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "**Act**"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 ("**LEDA**"), the City adopted Ordinance No. 2873 (the "**Las Cruces Local Economic Development Plan**") authorizing the City to consider applications for economic development assistance;
 - C. As provided in the Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$2,500,000.00 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to \$300,000.00 from City funds (the "**City Contribution**") to expand their production facility located at 355 Crawford Boulevard at the West Mesa Industrial Park in the City of Las Cruces (the "**Project**"). The company will expand the existing facility on the site and will add at least 150 additional full-time persons by December 31, 2026.
 - D. The City has adopted Ordinance No. _____ ("**Project LEDA Ordinance**") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will expand their production facility located at 355 Crawford Boulevard at the West Mesa Industrial Park in the City of Las Cruces (the "Facility").
- b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately \$30,000,000 by December 31, 2026, provided, however, failure to meet this level of Project Contribution will not constitute a breach of this Agreement or repayment of LEDA funds as outlined herein.
- c. **Job Creation.** The Company will directly employ a target of 150 additional full-time employees, over their starting headcount of 147 as defined by the Company's 3rd Quarter 2020 UI report submitted to the New Mexico Department of Workforce Solutions ("DWS") attached as exhibit A, by December 31, 2026 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company with comparable rank and duties and included in quarterly filing of the New Mexico Department of Workforce Solutions; Employment and Wage Detail Reporting as submitted to DWS by or on behalf of the Company.

Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors. Employees hired by the Company through a Professional Employer Organization (PEO) may be counted toward the Job Target provided the PEO agrees to comply with all job reporting requirements of this Agreement.

- d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Spring 2021	Construction of infrastructure upgrades
2021	Initiate facility expansion
Mid 2022	Occupy expansion area

- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2026.

3. The City Contribution.

- a. The City Contribution is composed of up to \$300,000.00. The City Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-3D NMSA 1978.

- b. In addition, the City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State Contribution. As required by the LEDA Ordinance and the Act, the City will deposit the State Contribution into a clearly identified separate account. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

4. The State Contribution

- a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.
- b. The State Contribution is composed of up to \$2,500,000.00. The State Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-3D NMSA 1978.

5. Disbursement of City and State Contributions

- a. State and City contributions shall be combined into a single account and disbursed through the City.
- b. **Conditions to Disbursement; Performance Milestones.** The Contributions will be disbursed in three (3) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting the minimum employment targets and being in compliance with job reporting requirements detailed in section 9c below; and (iii) the Company's satisfaction of the

performance milestones set forth below (the "**Disbursement Performance Milestones**") for each allotment prior to the disbursement:

Amount of State Contribution Available for Disbursement	Disbursement Performance Milestone
\$1,000,000	Certificate of Occupancy for Employee Facilities Center, LEDA eligible expenses and current with all reporting
\$1,000,000	Hire 50 new employees over and above starting headcount of 147 for a total of 197 and maintain for 3 months, LEDA eligible expenses and current with all reporting
\$500,000	Hire 100 new employees over starting headcount of 147 for a total of 247 and maintain for 3 months, LEDA eligible expenses and current with all reporting

Amount of City Contribution Available for Disbursement	Disbursement Performance Milestone
\$100,000	Certificate of Occupancy for Employee Facilities Center, LEDA eligible expenses and current with all reporting
\$100,000	Hire 50 new employees over and above starting headcount of 147 for a total of 197 and maintain for 3 months, LEDA eligible expenses and current with all reporting
\$100,000	Hire 100 new employees over starting headcount of 147 for a total of 247 and maintain for 3 months, LEDA eligible expenses and current with all reporting

"LEDA Eligible Expenditures" means an expenditure for land acquisition and/or permanent infrastructure and construction improvements. Includes materials and services, but does not include lease payments or equipment purchases.

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City a written request for disbursement of the City or State Contribution (the "**Disbursement**

Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all Performance Disbursement Milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
8. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "**Security**"). The maximum obligation secured by the Security (the "**Maximum Obligation**") will be \$2,800,000.00. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. The Security shall be delivered to the City no less than fifteen (15) days before request for Disbursement.
 - a. The City may draw on the Security in order to satisfy any unpaid and undisputed clawback penalty which shall become due and payable, but only thirty (30) days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
 - b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2027, unless earlier released in accordance with this Agreement.
 - c. If the State or City reduces the amount of LEDA funds that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA funds actually received by the Company.

9. **Clawbacks**

Notwithstanding any other provision of this Agreement, the Company shall be required to pay the clawback penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

- a. **Facility Closure Clawback.** If the Company ceases operations in the City on or before December 31, 2026 the Company will repay to the City all LEDA funds that the Company actually received as of that date (the "**Facility Closure Clawback**") and for any unpaid and undisputed portion of the Facility Closure Clawback, the

City shall have the right to execute reimbursement from the Security for such portion, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of ninety (90) days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the construction, repair or replacement of facilities damaged or destroyed, cessations resulting from pandemics, labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 9a. If the Company ceases operations for any of the causes set forth in this Section 9a, the Company shall submit a plan for resolving such cessation of operations within thirty (30) days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within ten (10) days.

- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "**Cumulative Fulltime Target Job Number**" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "**Minimum Job Number**" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below:

Job Determination Date	Cumulative Fulltime Target Job Number	Minimum Job Number	Clawback Due if Minimum Job Number not met
December 31, 2022	+10 for a total of 157	156	100% of Clawback Penalty
December 31, 2023	+50 for a total of 207	203	100% of Clawback Penalty
December 31, 2024	+50 for a total of 257	246	100% of Clawback Penalty
December 31, 2025	+40 for a total of 297	282	60% of Clawback Penalty
December 31, 2026	Maintain 297 employees	282	40% of Clawback Penalty

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to

pay the City upon the Company's failure to meet the Minimum Job Number on the applicable Job Determination Date, if such Minimum Job Number is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State and City Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time divided by (ii) the Minimum Job Number for applicable Job Determination Date.

"**Cure Period**" is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number by the end of the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above. See Attachment 1 hereto for examples of Clawback Penalty calculations

The parties hereto recognize certain economic factors generally described as "**Business Climate Changes**" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "**Business Climate Changes**" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this Agreement with the City. The Company may request specific modifications to the job creation schedule in writing within thirty (30) days of learning of the existence of the Business Climate Change. Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this Agreement the Company requests. If the City and the New Mexico Economic Development Department ("EDD") agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the **DWS** Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD beginning with the quarter following execution of this Agreement and continuing each quarter until the conclusion of the Agreement. The State will provide copies of all such reports to the City. The City or the State may request a copy of the

Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution and/or City Contribution as stipulated in this Agreement without up to date quarterly job reporting as set forth herein.

- d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

10. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

11. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2021 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

12. Confidentiality. The parties acknowledge that confidential information may be disclosed by one party to the other pursuant to this Agreement and that such disclosure shall be governed by the obligations of confidentiality set forth in the confidentiality agreement entered into by the parties on December 21, 2020 ("**Confidentiality Agreement**"). In addition, and notwithstanding the term provision of the Confidentiality Agreement (section 9), the parties agree that any Confidential Information (as defined by the Confidentiality Agreement) shall remain confidential and shall survive termination of this Agreement **Termination by the City**. If the requirements are not being met by the Company, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the

Company.

- 13. Termination.** This Agreement shall terminate at the latest on January 31, 2026 at 11:59 PM (MST) or prior to such date when otherwise terminated by ordinance.
- 14. Request for early release of security.** If the Company achieves and then sustains the Minimum Job Number of 150 additional employees, for a total of 297 full-time employees, and maintains them for six (6) consecutive months prior to December 31, 2026, the Company may request that the Security be released and this Agreement be terminated and considered complete. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. A request for release of the Security may not be submitted prior to December 31, 2024. Upon receipt of such a request the New Mexico Economic Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this Agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico and the City of Las Cruces have received direct tax revenues from the activity of the Company, said request shall be granted.
- 15. Title.** City will have no right, title, or interest in the Facility, or any of the Project features, constructed, purchased, implemented, installed or acquired by or for the Company pursuant to this Agreement. Nothing in this section shall impair or impede the City's right or ability to draw on the Security, pursuant to this Agreement, in order to satisfy any unpaid and undisputed clawback penalty which may become due and payable.
- 16. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 17. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the governing body of the City of Las Cruces.
- 18. Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
- 19. Force Majeure.** Neither party will be liable to the other for its failure to comply with any of the terms and conditions of this Agreement if such failure is caused by unforeseen fire, flood, accident or Acts of God, pandemics, as well as by war, riot,

insurrection, strike, lock-out or labour disruptions, civil disorder or governmental regulation, action or embargo, which does not result from the negligence or intentional acts of the affected party and is outside of such affected party's reasonable control.

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20. Miscellaneous. This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

21. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development

PO Box 20000
Las Cruces, New Mexico 88004

If to the Company:
Saputo Cheese USA Inc.
Attention: Marc Drolet,
Director Corporate Taxation

6869 Metropolitain Blvd. East
St. Leonard, Quebec, H1P 1X8
marc.drolet@saputo.com

With a copy to:

Saputo Inc.
6869 Metropolitain Blvd. East
St. Leonard, Quebec, H1P 1X8

Attention:
Senior Vice President, Legal Affairs
-Operating Divisions
sdusa.legal@saputo.com

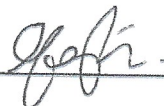
Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

City of Las Cruces

By 

Name Ito Pili

Title City Manager

Saputo Cheese USA Inc.

By 

Name: Robert L. Edwards

Title: VP and CFO

Attachment 1
Example of Clawback Calculations

Clawback
Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation %
Shortfall = $(1 - (\text{actual jobs} / \text{cumulative hiring target})) * 100\%$

		End of 30 Mos, inclusive of cure period
Example - 1		
Actual Employees	(a)	190
Cumulative Hiring Target	(b)	203
Job Creation % Shortfall =	(c) = 1- (a/b)	6.4%
LEDA Dollars Distributed	(d)	\$ 2,200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	\$ 140,800.00

		End of 62 Mos, inclusive of cure period
Example - 2		
Actual Employees	(a)	202
Cum Hiring Target	(b)	282
Job Creation % Shortfall =	(c) = 1- (a/b)	28%
LEDA Dollars Distributed	(d)	\$ 2,800,000.00
Clawback %	(e)	60%
Penalty	(f) = c*d*e	\$ 392,000.00

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND THE CITY OF LAS CRUCES, NEW MEXICO**

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Las Cruces, New Mexico (the "City"), and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support of economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 2873, which established the City of Las Cruces Economic Development Plan that promotes economic development within the City; and

WHEREAS, Saputo Cheese USA Inc (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the PPA is attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will expand its production facility located at 355 Crawford Boulevard at the West Mesa Industrial Park in the City of Las Cruces (the "Project") and is expected to employ 150 additional full-time persons by December 31, 2026; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$2,500,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to two million five hundred thousand dollars (\$2,500,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK

The City will act as fiscal agent for up to \$2,500,000 of the Appropriations for the Project. Pursuant to the LEDA statutes, EDD will transfer up to \$2,500,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it expects to employ 150 additional full-time employees for a total of 297 at the facility by December 31, 2026.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA will result in a violation of the terms and conditions of these Agreements. Such violation, after any cure period granted to the Qualifying Entity, will require the qualifying entity to repay any committed funds as provided for by the PPA. Any monies recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The City shall notify EDD in writing of any default by the Qualifying

Entity within 15 business days of learning of the event of default;

- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and
- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS

As Fiscal Agent, the City hereby assures and certifies that:

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. _____ and the City's Economic Development Plan;
- D. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained all financial documentation necessary to protect the City's and State's

investments in the Project;

- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. ~~No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and~~
- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed two million five hundred thousand dollars (\$2,500,000). The funds shall be used only for the purpose stated in this Agreement;
- B. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- C. Reimburse the City for any costs associated with litigation to enforce the terms of the Security.
- D. Monitor job creation by the Qualified Entity and report the number of jobs created quarterly to City throughout the term of the PPA. Job reports shall detail the number of employees reported by the Qualified Entity to EDD and on file with the New Mexico Department of Workforce Solutions.

SECTION 6. TERM OF AGREEMENT

This Agreement shall become effective on the date it is fully executed and shall

terminate on December 31, 2026 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

- A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
- B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.
- C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by City, City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS

The Qualifying Entity shall submit quarterly reports regarding employment to EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the City:

City Manager
City of Las Cruces
700 S Main St
PO Box 20000
Las Cruces, New Mexico 88004

SECTION 12. AMENDMENTS

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

SECTION 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF LAS CRUCES, NEW MEXICO

By: [Signature]

Name: Iso Pili

Title: City Manager

Date: 4/1/21

APPROVED AS TO FORM

By: [Signature]

Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: [Signature]

Alicia J Keyes
Cabinet Secretary

Date: 4/5/2021

APPROVED AS TO FORM

By: [Signature]

General Counsel